THE

# Second Part

Of the YOUNG

# CLERKS GUIDE:

Or, a second

## *COLLECTION*

Of choice

## *Engliſh Preſidents,*

For Indentures of Settlements, Letters of Licence and Compoſition, Aſſignments, Letters of Atturney, Conditions, Obligations in *Engliſh*, and ſundry others.

*Compiled by Sir* R. H.

And peruſed by a judicious Practiſer, very uſeful and neceſſary for all.

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THis Indenture made the firſt day of *June*, in the year of our Lord God, according to the computation uſed in *England* 1651. between T. N. of, &c. of the one part, and I. I. H. B. and S. R. of the other part, witneſſeth, That the ſaid T. N. for and in conſideration of Marriage already agreed upon, and ſhortly by Gods grace to be had and ſolemnized between T. N. ſecond Son of the ſaid T. N. and *Sarah* M. ſingle-woman, daughter of M. N. late of, &c. deceaſed, and for the love and affection which he beareth to his ſaid Son, and for a competent Joynture to be had and provided to and for the ſaid *Sarah*, and for proviſion of maintenance for her, and for ſetling the inheritance of the Lands and Tenements herein after-mentioned to ſuch uſe and uſes, and upon ſuch truſts and confidence, as are herein declared, limited or expreſſed, and for divers other good conſiderations him moving, hath granted, infeoffed, releaſed and confirmed, and by, &c. unto

the ſaid I. I. H. and R. and to their heirs and aſſigns, for ever, all that Meſſuage or Tenement, with the appurtenances ſituate, &c. and one yard-land, Meadow, or Paſture to the ſaid Meſſuage or Tenement belonging, that is to ſay, one Cloſe, &c. and alſo all Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-ſides, Courts, void Grounds, Lands, Meadows, Leaſowes, Feedings, Paſtures, Commons, Woods, Underwoods, Trees, Hedges, Rowes, Wayes, Waters, Ponds, Pools, Fiſhings, Fiſhing-places, Profits, Commodities, Hereditaments and Appurtenances whatſoever, to the ſaid Meſſuage, Tenement, Yard-land and premiſſes, or any part or parcel thereof, now, or at any time heretofore belonging or appertaining, and all rents, reverſions, remainders and ſervices of the ſaid premiſſes, and every part thereof, to have and to hold the ſaid meſſuage, or tenement, and all and ſingular other the premiſſes before mentioned, meant, or intended to be granted, infeoffed and confirmed, and every part and parcel thereof, with the appurtenances to the ſaid I. I. H. E. and S. R. to their heirs and aſſigns for ever, to the only uſe, intents and purpoſes, hereafter in theſe preſents limited, expreſſed and declared; and to none other uſe, intent or purpoſe (that is to ſay) to the uſe and behoof of the ſaid I. I. H. E. and R. S. and of their heirs, untill the ſolemnization of the ſaid Marriage, between the ſaid T. N. the ſon, and *Sarah* the M. and from and after the ſolemnization of the ſaid Marriage to the uſe and behoof of the ſaid I. I. H. E. and S. R. and of their heirs, for and during the natural life of the ſaid *Sarah*, and from and after the deceaſe to the uſe and behoof of the ſaid T. N. her ſon, for and during the term of his natural life, and from and after the death of the ſaid *Sarah* M. and T. N. to the uſe and behoof of the heirs of the body of the ſaid *Sarah* M. by the ſaid

T. N. the ſon, begotten, and to be begotten, and for default of ſuch heirs, to the uſe and behoof of the ſaid T. N. the ſon, and of the heirs of his body, and for default of ſuch heirs, to the uſe of the ſaid T. N. the Father, and of his heirs and aſſigns for ever; and the ſaid T. N. the father, for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant, promiſe and grant, to and with the ſaid I. I. H. B. and S. R. and every of them, their and every of their heirs and aſſigns by theſe preſents, that he the ſaid T. N. the father, at the time of the enſealing and delivery thereof, is the true and lawful owner of the Meſſuages, Tenement and Premiſſes, and every part thereof, and of and in the ſame and every part and parcel lawfully and rightfully ſeized of a good eſtate of inheritance in Fee-ſimple; and alſo that he the ſaid T. N. the father, at the time of the enſealing and delivery hereof, hath full power, good right, and lawful authority, to grant, convey and aſſure the ſaid premiſſes, and every part thereof, to the ſaid I. I. H. B. and S. R. their heirs and aſſigns, in manner and form aforeſaid, according to the true intent and meaning thereof; and that the ſaid Meſſuage, Tenement and premiſſes, and every part and parcel thereof, with the appurtenances, now be and are, and ſo from time to time, and at all times hereafter for ever ſhall or may be, remain and continue unto the uſes, intents and purpoſes aforeſaid, and according to the true intent and meaning hereof, clearly acquitted and diſcharged of and from all and all manner of former and other bargains, ſales, gifts, grants, leaſes, mortgages, joyntures, ſtatutes, recognizances, judgements, extents, and of and from all other titles, troubles and incumbrances whatſoever, had, made, done, committed or ſuffered to be done, by him the ſaid T. N. the father, or by any other perſon or

Perſons whatſoever, except one Indenture of Leaſe bearing date, &c. made and granted of the premiſſes by T. H. to the ſaid N. H. and M. his wife, and to M. their Daughter for term of their lives, ſucceſſively one after another, at and under the yearly rent of Forty ſhillings of lawful money of *England*, quarterly to be paid by even portions, and alſo except one other Leaſe or Indenture, bearing date, &c. made and granted of the ſaid premiſſes by the ſaid T. N. the father of G. M. &c. for one thouſand years, with a proviſo, to be void upon payment made of certain ſums of money, at certain times therein mentioned, whereof only one day is paſt, and the money then due is paid, and without any let, interruption, challenge, claim diſturbance or incumbrance, of or by him the ſaid T. N. the father, or his heirs, and without any lawful let or interruption, challenge, claim, diſturbance, or incumbrance, of or by him the ſaid T. N. or any other perſon or perſons, claiming or to claim, by or under him, or his eſtate, right, title or intereſt, except ſuch as ſhall or may claim by or under the Leaſes before excepted, or either of them, and for the term thereby granted only: and the ſaid T. N. the Father, doth further for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and grant, to and with the ſaid *I. I. H. E.* and *S. R.* and every of them, their heirs and aſſigns by theſe preſents, that he the ſaid T. N. the Father, and his heirs, and all and every other perſon and perſons lawfully claiming, or to claim by or under him (except ſuch as ſhall or may claim by or under the Leaſes before excepted) ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſt and charge in the Law of the ſaid *I. I. H. E.* and *S. R.* or any of them, their heirs or aſſigns, make, do, and execute all ſuch further acts, things and aſſurances, for the

further and better assuring the said premisses, and every part thereof, to the uses, intents and purposes aforesaid, as by them the said I. I. H. E. S. R. or any of them, their heirs or assigns, shall be in that behalf reasonably devised or advised and required, and that all fines and other assurances, at any time hereafter to be had, levied or executed of the premisses, or any part thereof shall be, and shall be deemed, adjudged and taken to be, to and for the uses, intents and purposes in these presents mentioned, limited and declared, and it is expressed and declared by all the said parties, that the said estate for the life of the said *Sarah*, limited to the said I. I. H. E. S. R. as aforesaid, is so limited upon special trust and confidence in them reposed, that they and every of them, their heirs and assigns respectively, to whose hands or custody any of the Rents, issues or profits of the said premisses shall come, during the life of the said *Sarah*, shall from time to time pay, deliver, dispose, and employ the same rents, issues and profits, and every part thereof, either to the said *Sarah* her self, or to such other person and persons, use or uses, as she the said *Sarah* shall by any writing under her hand from time to time, limit or appoint: provided always, and it is nevertheless covenanted and granted by and between the said parties, that in case *John* N. son and heir apparent of the said T. N. the father, shall within seven years next ensuing the date hereof, at his own proper costs and charges, well and sufficiently convey or assure, or cause to be conveyed and assured by good and sufficient wayes and means in the Law, to the said I. I. H. E. S. R. and to their heirs, or to the Survivor or Survivors of them, and to his or their heirs, to and for, and upon the like uses, intents, trusts, confidences and purposes, as are before herein limited, expressed and declared, messuages, lands and tenements, situate, lying or being in, &c. and which

shall be of as much more clear yearly value, as the said Messuage, Tenement and Premisses hereby mentioned, meant or intended to be granted, and of every part thereof shall be then worth, that then, from and after such conveyance and assurance, passed and perfected, the use and uses, trusts and confidences, herein before limited and expressed, shall cease, determine and end, and then, and from thenceforth, they the said I. I. H. E. and S. R. and their heirs, shall stand and be seized of and in the said Messuage, Tenement and Premisses hereby mentioned, meant or intended to be granted, and of every part thereof, to the use and behoof of him the said I. N. his heirs and assigns for ever, and to no other use, intent or purpose whatsoever, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

## *A Charterparty of Affreightment.*

THis Charterparty of Freighrment indented, made the, &c. by R. H. and A. N. owners of the good Ship called the H. of *London*, of the burthen of, &c. now riding in the River of *Thames* (whereof is Master under God I. P.) of the one part, and H. S. of th' other part, witnesseth, That the said owners have granted and letten to Freight to the said H. S. the aforesaid Ship; and that the said H. S. hath hired her for a Voyage to be made with her by Gods grace in manner and form following, *viz.* the said owners covenant and grant by these presents, to and with the said H. S. his &c. that the said Ship, with the first and next good wind and weather that God shall send after the first day of &c. shall depart from the said River of *Thames*, and directly sail to B. in the Realm of *France*, with such goods

wares and merchandizes, as the ſaid H. his Factor, or aſſigns, before the ſaid Feaſt-day of, &c. next coming, ſhall think good to charge and lay in her, *viz.* ſo much as ſhe may reaſonably carry, and being arrived and come to the ſaid Port of B. or ſo nigh to the ſame, as ſhe ſafely and conveniently may come, ſhall there tarry by the ſpace of thirty days next after her arrival, as well there to diſcharge and unlade ſuch goods and merchandizes, as ſhall be ſo freighted and laden in her, as aforeſaid, as alſo to receive her full lading of ſuch goods, wares and merchandize, as the ſaid H. S. his Factor or aſſigns ſhall think good, *viz.* as much as ſhe may reaſonably carry, within which time and days above limited and appointed, the ſaid H. S. covenanteth and granteth by theſe preſents to diſcharge and relade, or cauſe to be diſcharged and relade the aforeſaid Ship, in manner and form aforeſaid. Which Ship ſo being able, the ſaid owners covenant and grant by theſe preſents, that ſhe ſhall with the firſt and next good wind and weather, next after that ſhe ſhall be reladen, as aforeſaid, depart and return from B. aforeſaid, and by Gods grace directly ſail, and come to the Port of the City of *London*, or as nigh the ſame as ſhe can ſafely come, where ſhe ſhall tarry by the ſpace of, &c. after her arrival there, to make her right diſcharge. And the ſaid H. S. covenanteth, &c. within the ſpace of, &c. next after the arrival of the ſaid Ship at the Port of the City of *London*, as well to receive, or cauſe to be received the Ships lading, as alſo to content and pay, or cauſe to be paid unto the ſaid owners, their executors or aſſigns, the ſum of, &c. for the freight and lading of the ſaid Ship, both outwards and homewards, at the place of the right diſcharge of the ſaid Ship, together with average, poynage, and petty lodenage, and all other duties due and accuſtomed, according to the uſe of Eaſtern Ships: And the ſaid owners covenant

and grant by these presents, to warrant and prepare the said Ship, strong and stanch both above and beneath, and well and sufficiently tackled and apparelled with masts, sails and sail-yards, anchors, cable-ropes, cords, guns, powder, shot, and all other instruments, munitions, artillery, furniture, tackling and apparel, necessary and convenient for such a Ship, with an able Master, eleven men and a boy, which shall be ready at all times convenient, with the boat of the same Ship, to serve the said H. S. his Factors and Assigns, to and from Land during this present Voyage afore mentioned. And to the observing of all and singular the covenants, grants, articles, deliveries, receipts and agreements, and all other things above rehearsed, which on the part and behalf of the said owners are to be observed and kept in form aforesaid, the said owners bind them and either of them, their executors, goods, and especially the same Ship with his freight, tackle and apparel, to the said H. S. his, &c. in the penalty of, &c. well and truly by these presents to be paid. And likewise to the observing of all and singular the covenants, grants, articles, deliveries, receipts, payments and agreements, and all other things above rehearsed, which on the part and behalf of the said H. S. are to be observed and kept in form aforesaid, the said H. S. bindeth himself, his executors, and goods, whatsoever they be, and whersoever they may be found, to the said owners and their executors, in the penalty of, &c. well and truly to be paid by these presents. In witness, &c.

*A Transport of Goods in a Ship.*

TO all, &c. I A. P. of, &c. send greeting, &c. Whereas I the said A. P. in the Month of, &c. last past, did lade in the Port of *London* of my own proper goods,

goods, and for my own proper use and accompt into and aboard the good Ship called, &c. wherein one T. C. was then Master, for and during her then intended Voyage, so much, &c. to the intent and purpose, that all the aforesaid Kersies and Cloath, should be transported for and in trade of Merchandize, in and with the said Ship (amongst other her lading) in her Voyage then intended to be made to *Constantinople*, and other places beyond the Seas, and within the streights of *Gibralter*, and to return again into the Port of *London*. Now know ye, That I the said A. P. for and in consideration of the sum of, &c. by F. L. of, &c. to me paid, whereof I acknowledge the receipt by these presents: Have given, granted, aliened, bargained, sold, transferred, assigned and set over, and by these presents do absolutely give, grant, alien, bargain, sell, transfer, assign and set over unto the said F. L. as well all and every the said Kersies and Cloaths aforesaid, which are laden into the said Ship, for the use, accompt or behoof of me the said A. P. as afore is mentioned; As also all and every such adventure and adventures, sum and sums of money, goods, wares, merchandize, and encrease whatsoever, which is or shall be returned, had, gained or gotten, by reason or in respect of the said Kersies and Cloaths so laden outward, as aforesaid, or for or in respect of any part or parcel thereof, in any manner of wise, to have, hold, take, receive and enjoy all the payments afore-mentioned, to be hereby given, granted, aliened, bargained, sold, transferred, assigned and set over, and every part and parcel thereof, to the said, &c. to his and to their own proper use and uses, to his and their own proper goods, from henceforth freely for ever, and to the intent and purpose that the said F. L. his, &c. may the better have, receive and enjoy all the Goods, Merchandizes, and Premisses afore

fore hereby granted, bargained, ſold, aſſigned and ſet over, and every part thereof, according to the true meaning and purport of theſe preſents, I the ſaid A. P. do hereby make, authorize and appoint him the ſaid, &c. my true and lawful Attorney irrevocable in my name and ſtead, but to his own uſe to do, execute, &c. all and every act, matter and thing whatſoever, touching or concerning the premiſſes, or any part thereof, in as ample manner, &c. giving, and by theſe preſents granting, &c. and I do hereby covenant, &c. to ratifie all and whatſoever, &c. Covenants for quiet enjoying, without any let, reclaim, &c. and to do any further act, &c. but the ſaid F. L. to abide the hazard at Sea. In witneſs &c.

*A Dead of Gift in conſideration of the diſcharging of Debts.*

TO all, &c. I I. W. of, &c. ſend greeting. Whereas I am indebted, and do owe unto divers perſons divers ſums of money, which I cannot ſatisfie, or make payment of, as my ſaid Creditors do deſire, by reaſon many debts are owing unto me; And whereas my loving friends, &c. have undertaken to give ſatisfaction to my ſaid Creditors, for my ſaid debts owing, as aforeſaid: Know ye, That I the ſaid I. W. for and towards the indempnity and ſaving harmleſs them the ſaid, &c. for and concerning the payment of the ſaid debts, have given and granted, and by theſe preſents do, &c. unto the ſaid, &c. all and every ſuch ſum and ſums of money, goods, chattels and debts, as I now have and am poſſeſſed of, and which are due, owing, or payable unto me in the hands or cuſtody of any perſon or perſons whatſoever, mentioned in a Schedule or Inventory to theſe preſents annexed; To have, hold, receive, take and enjoy the

the ſaid goods, chattels, credits, ſum and ſums of money, unto the ſaid, &c. their executors and adminiſtrators, to their and every of their uſe and uſes, and as their and every of their own proper goods for ever, abſolutely, without any reclaim, challenge or contradiction of any perſon or perſons whatſoever. And I have ſet and put the ſaid, &c. in full and peaceable poſſeſſion of all and every the premiſſes, by the delivery unto them of a piece of money, called Six-pence, fixed in the ſeal hereof. And for the better recovery of the ſaid debts, I the ſaid I. W. have made, ordained and authorized, and by theſe preſents conſtitute and appoint the ſaid, &c. and every of them, to be my true and lawful Attorney irrevocable in the name of me, my, &c. but to and for, &c. to ask, ſue for, levy, recover and receive all and every ſuch goods, chattels, credits, debts, ſum and ſums of money, as are in theſe preſents, and in the ſaid Schedule ſpecified; And all and every the debtor and debtors, detainer and detainers thereof, or of any part thereof, to ſue, implead and proſecute by due courſe of Law in any Court of Record or Equity: Giving, and by theſe preſents granting, &c. my full power, ſtrength, &c. (as in a Letter of Att.) A Covenant for allowing and juſtifying all actions, &c. without any non-ſuit, retraxit, or other act or thing, or without any account, &c. and to make further Letters of Att, and aſſurance for the recovery of the premiſſes, to the true performance whereof I bind me, my, &c. to the ſaid his, &c. in the ſum of, &c. firmly by theſe preſents. In witneſs, &c.

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*A Deed of Gift of Goods of Warranty.*

TO all, &c. I A.B. &c. send greeting: Know ye, That I the said A.B. being of a good and perfect mind, and without fraud or deceit, for divers good causes and considerations me hereunto moving, have given, granted and confirmed, and by these presents, do give, grant and confirm unto, &c. All and singular my goods, chattels, implements, debts, bills, bonds, specialties, necessaries, sums of money, and other things whatsoever, as well moveable, as immoveable, of what nature, kind or quality soever they be, and in whose hands, custody, possession, governance or keeping, or whatsoever place or places they be or may be found, as well on this side, as beyond the Seas. To have and to hold, levy, perceive, use, receive and enjoy all and singular the said goods, chattels, implements, credits, debts, specialties, sums of money, and all other the premisses, with all and singular their appurtenances unto the said C. D. his, &c. to the only proper use and behoof of the said C. D. his, &c. for ever. Freely, peaceably, and quietly, without any manner of reclaim, challenge or contradiction of me the said A. B. my, &c. or of any other person or persons, by any means, title or procurement in any manner or wise, and without any account, reckoning, or answer therefore to me, or any in my name, to be given, rendred, or done in time to come; So that neither I the said A. B. my, &c. nor any other person or persons by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claim, challenge or demand in or to the premisses, or any part thereof, any interest, right, title, use or possession, but from all action of right, title, claim, interest,

use,

use, possession and demand thereof, we and every of us to be utterly excluded, and for ever debarred by these presents. And I the said A. B. my, &c. all the said goods, chattels and other things above mentioned, with their appurtenances, unto the said C. D. his, &c. to the use above said, against all people will warrant, and defend by these presents, of which said goods, chattels and other things, I the said A. B. have put the said C. D. in peaceable possession, by the delivery of Six pence, which I have paid and delivered to the said C. D. the day of the date hereof. In witness, &c.

## *A Deed of Gift.*

TO all, &c. I A. B. &c. send greeting, &c. Know ye, That I the said A. B. for the love, good will and affection, which I have and bear towards my loving friend C. D. of, &c. have given and granted, and by these presents do freely, clearly and absolutely give and grant unto the said C. D. his, &c. all and singular my goods, wares, houshold-stuff, plate, jewels, ready money, leases, chattels, implements, and all other things alive or dead whatsoever, as well moveable as immoveable, both real and personal, whatsoever they be, and in whose hands, custody or possession soever the same, or any of them, or any part thereof, can or may be found remaining and being, as well in the messuage or tenement, with the appurtenances, wherein I do dwell, as in any other place or house whatsoever within the, &c. To have and to hold all the said goods, chattels, houshold-stuff, implements, and all other the premisses, unto the said his, &c. from henceforth, to his and their own proper use, and as his and their own proper goods, for ever absolutely without any manner of condition, &c. And I the said A. B. have set and put, &c. In witness, &c.

*Note.*

*Nota.*

If a Deed of Gift be made of money owing to the Donor, let there be a Letter of Attorney comprehended therein.

If the Deed be made of good Chattels in consideration of a Debt, let there be a Covenant in the same Deed, that the Donor shall permit the Donee to come into the house, or any other place where the goods be, quietly and peaceably to receive and carry away the same to the use of the Donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed, that the same Goods and Chattels shall not be wasted, and that they are free from any former gifts or incumbrances at the ensealing, by a penny fixed in the seal, or some part of the said Goods. But assurance for debt of Goods and Chattels, is best to be done by bargain and sale, indented with an Inventory.

*A Covenant that the Lessor shall seal a new Lease, and in the interim the Lessee to enjoy, though the old Lease be surrendred.*

TO all, &c. I B. H. send greeting: Whereas I. M. at the request of me the said B. H. and for the consideration hereafter specified, hath granted and surrendred by his writing, bearing date with these presents, one Indenture of Lease bearing date the, &c. and all the right, interest, and term of years, which he the said I. M. now hath, or of right ought to have of, in and to, &c. in the said Indenture of Lease, specified by me the said B. H. unto him the said I. M. demised for the term of, &c. and for the rent of, &c. payable quarterly. Now know ye, That I the said B. H. for me, my executors and admini-

administrators, do covenant and grant to and with the said I. M. his, &c. and to and with every of them by these presents, that I the said B. H. my, &c. in consideration of the said surrender of the said Lease and premisses, and for other good considerations me moving, shall and will at the costs and charges of me the said B. H. my, &c. at or before, &c. make, seal, and in due form of Law deliver unto the said I. M. his, &c. one other good and sufficient new Lease of the said, &c. for the remainder of the said term of, &c. then to come, for and upon such rent, covenants and conditions as are specified and contained in the Lease above recited, made by me the said B. H. unto the said I. M. And that the said I. M. his, &c. shall and may in the mean time, until the said new Lease of the premisses shall be by me unto him so made, sealed and delivered, as is aforesaid, peaceably and quietly have, hold and enjoy the said Messuage or Tenement, shop and premisses, with the appurtenances, and every part and parcel thereof, without any let, trouble or contradiction of me the said B. H. my, &c. or any other person or persons, claiming, or which shall or may claim any estate or interest in or to the premisses, or any part thereof, by, from, or under us, or any of us, in as large and ample manner and sort, to all intents and purposes, as if the same Indenture of Lease had been in full force, and still remaining in the hands of him the said I. M. In witness, &c.

*A Covenant not to commence any action or suit against a Surety that stands bound.*

TO all, &c. Whereas I. M. and E. F. of, &c. by their obligation dated, &c. are and stand bound unto me the said I. in the sum of, &c. conditioned for payment of, &c. at a day long sit hence past,

as

as by the same obligation and condition thereof, more plainly appeareth, which said sum of, &c. or any part thereof, was not paid according to the condition of the said obligation, whereby the said obligation became forfeited. And whereas the said I. in *Easter*-term, in the year, &c. in the Court, &c. obtained judgement of, &c. together with, &c. costs against the said, &c. as by the Records of the said Court more plainly may appear: Now know ye, That I the said, &c. for divers good causes and considerations me especially moving, am pleased and contented, and for me, my, &c. do covenant, promise and grant to and with the said their, &c. That neither I the said, &c. my, &c. nor any of us, nor any other person or persons whatsoever, in the name of us, or any of us, shall at any time or times hereafter use, implead, molest, arrest, attach, imprison and condemn, or cause to be, &c. the said I. M. his, &c. or any of them, for or upon the aforesaid obligation so forfeited, as aforesaid, or by vertue of the said Judgement, or of any execution or Elegit to be had or procured thereupon, or by any other ways or means whatsoever. In witness, &c.

### *A Covenant to pay the Sheriff or his Bayliff, for apprehending a man.*

TO all, &c. I T. O. of, &c. send greeting. Whereas, &c. doth owe and is indebted unto me the said, &c. in the sum of, &c. by bill or writing obligatory under his hand and seal, upon which bill I have commenced a Suit at Law, and thereupon had judgement, upon which I have taken out execution: And whereas M. F. Sheriff of, &c. or T. S. Bayliff of the weapentake or hundred of, &c. for the considerations here-under written and agreed upon, hath undertaken to do his best endeavour for the serving of the

the said execution, and by vertue thereof to apprehend the body of the said I. S. Now know ye, That I the said T. O. for me, my, &c. do covenant, &c. That if the said M. F. or T. S. do serve the said execution upon the body of the said I. S. and him imprison and commit unto the Goal, whereupon he may remain charged with the said debt; or if upon serving the said execution, the said I. S. do pay, &c. the said debt, or compound with me for the same, that then in any of the cases aforesaid, I the said, &c. shall and will forthwith pay the said M. F. or T. S. the summe of, &c. in consideration of the said business so to be performed, &c. In witness, &c.

*Covenants between two Partners, at the dissolution of their Co-partnership.*

THis Indenture made, &c. between T. H. C. and G of *London* of the one part, and W. I. C. and G. of *London* aforesaid, of the other part, witnesseth, That whereas the said T. and W. by their Indenture of Co-partnership, bearing date, &c. for the consideration in the said Indenture specified, did condescend, conclude and agree to become and continue joynt dealers and Co-partners together, in the art and mystery of, &c. and in buying, selling, and uttering of, &c. and all other Wares, Commodities and Merchandizes, belonging, or commonly used to and with the said Trade for the term of, &c. from the Feast-day of, &c. last past, &c. (if the said T. and G. should so long live; and unless they the said T. and W. should otherwise agree together, as by the said Indenture of Co-partnership (whereunto relation being had) more at large, &c.) And whereas the said T. and W. by their mutual consents, free-will and agreement, and for very good causes and considerations them there-

to moving, have thought good to dissolve and break off the Co-partnership, and from thenceforth to become no Co-partners together. Now this Indenture further witnesseth, that it is covenanted, concluded and fully agreed, by and between the said, &c. for, and concerning the premisses in manner and form following, *viz.* first the said W. for, and in consideration of a certain sum of money to him the said W. in hand, at the ensealing and delivery of these presents by the said T. well and truly paid and delivered for him, his, &c. doth covenant and grant, &c. by these presents to assign and set over, remise and release unto the said T. his, &c. all and every such part, portion and share, as he the said W. his, &c. hath, may, might or ought to have, of, in and to all and singular the goods, chattels, houshold-stuff, wares, merchandizes, debts, obligations, specialties, bills obligatory, sum and sums of money, and other things whatsoever incident, or belonging to the said late Co-partnership, or joint dealing in any manner of wise, and also his estate, interest, right and demand therein, or in or to any part thereof, together with all such benefit and commodity as he the said W. his, &c. might or ought to have, had, taken or received, upon for or by reason of the said bills, bonds, books, obligations, or specialities belonging to the said Co-partnership. And that it shall and may be lawful to and for the said T. his, &c. to have, keep, receive and enjoy as well all and every the goods, chattels, houshold-stuff, wares and merchandizes belonging to the said late Co-partnership, as also all and every such debts, duties, sum and sums of money, as shall be, had, received, obtained or gotten by vertue of the said book, bills, bonds, obligations or specialities, or any of them, or of any suit, judgment, execution or process thereupon to be commenced, pursued,

had

had or taken without the let, trouble or contradiction, or the unjuſt plea in bar ariſing from any act or thing heretofore done, or hereafter to be done, or willingly ſuffered by the ſaid W. his, &c. or any of them, and without any accompt or other thing to be therefore rendred, or yielded to the ſaid W. his, &c. or any of them. And further, that he the ſaid W. heretofore hath not received any ſumme or ſummes of money, belonging to the ſaid late Co-partnerſhip (other than ſuch as are already allowed upon accompt) nor hath releaſed or diſcharged, nor that he, his executors or adminiſtrators, ſhall or will hereafter receive, releaſe, diſcharge or make fruſtrate all or any of the ſaid debts, duties, ſumme or ſummes of money, bonds, ſpecialties or demands, due or to be due, by vertue of the ſaid bills, books, ſpecialties, obligations or agreements, or any of them (other than ſuch as are allowed upon accompt, as aforeſaid) without the conſent or agreement of the ſaid T. H. his, &c. firſt had and obtained in writing, under his or their hands, nor voluntarily or willingly diſcontinue, diſavow or ſuffer to be non-ſuited in, or make any *retraxit*, or otherwiſe diſcharge, hinder or delay any action, ſuit or plaint whatſoever, which he the ſaid T. H. now hath, or at any time hereafter ſhall commence, proſecute or purſue in the name of the ſaid W. G. his, &c. for the recovery or obtaining of the ſaid debts, duties, ſumme or ſummes of money, or demands belonging to the ſaid late joynt dealing, but that he the ſaid W. G. his, &c. ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts of the ſaid T. H. his, &c. juſtifie, allow, maintain and avow all and every ſuch action, ſuit, plaint and arreſt, as he the ſaid his, &c. ſhall commence, &c for the recovering, levying, obtaining or getting of all or

any the debts, &c. belonging to the said late Co-partnership, ratifying, &c. all and every lawful act, matter and thing whatsoever, which he the said, his, &c. shall commence, prosecute, &c. for the recovering, &c. the said debts, duties, &c. or any of them. And lastly, that he the said T. H. his, &c. shall and will from time to time, and at all times hereafter, well and sufficiently acquit and discharge, save and keep harmless the said W. his, &c. of and from all and all manner of troubles, damages, arrests, costs, charges and incumbrances whatsoever, which shall or may be taxed, urged, or happen to be had, recovered or obtained against the said T. his, &c. for or by reason or means of any action, suite, &c. which the said T. H. now hath, or shall hereafter commence, &c. or cause to be commenced, &c. against any person or persons, for recovering, having or obtaining any of the said debts, dusies or demands above specified, or for any the debts, duties, summe or summes of money, or any thing whatsoever, touching the said late Co-partnership now owing, or which hereafter shall be due or payable to the said T. and W. or either of them, or any person or persons whatsoever, or for or by reason of any debts now owing, or wares taken up upon credit by him the said T. his, &c. and not charged upon the said partible accompt, wherewith or whereby he the said W. G. his, &c. shall or may be charged or chargeable. In witness, &c.

*A Partition of debts between one Co-partner, and the Executor of the other, and to sue, &c.*

THis Indenture made, &c. between R. E. Citizen, &c. and R. S. of *London* Gentleman, son and heir

heir apparent of W. S. late Citizen, &c. deceased, and executor of the last Will and Testament of the said W. S. of the other part, witnesseth, That whereas the said R. E. and W. S. in the life-time of the said W. S. for many years together, did deal and traffique as joynt Partners and Occupiers in the Trade of, &c. and other Merchandizes, and in buying, selling, and merchandizing, and by reason thereof divers and sundry summes of money, by divers and sundry persons became due and payable to them joyntly as debts, owing to the said R. and W. joyntly. And whereas therefore the said R. E. and W. S. in the life-time of the said W. S. by agreement between them, divers debts due and owing between them, did sever and part in such manner and form, as in and by a certain pair of Indentures, bearing date the, &c. (and certain Schedules thereunto annexed) made between the said R. E. of the one part, and the said R. S. &c. is mentioned, and more plainly doth and may appear, sithence which time, divers and several of the debts therein mentioned, have been received and compounded for, as well by the said R. E. and W. S. in the life-time of the said W. as also by the said, &c. Executor of the said W. sithence the decease of the said W. And whereas also divers and sundry other sums remaining then and yet unpaid, and uncompounded for, for the better recovery whereof, and for the continuing of peace and amity between them, they the said R. E. and R. S. have equally divided those debts, yet remaining unreceived or compounded for, as in and by two several Schedules thereof made (the one called the first Schedule, wherein the debts, duties, summes of money and demands, yet unreceived, now allowed and appointed to the said R. S. are contained and mentioned; and the other called the second Schedule,

wherein the debts, duties, ſummes of money and demands, yet unreceived and now appointed to the ſaid *R.* E. are likewiſe contained and mentioned, and hereunto annexed) more plainly it doth and may appear.

This Indenture now further witneſſeth, That it is covenanted, granted, concluded and fully agreed between the ſaid *R.* E. and *R.* S. for and concerning the premiſſes, in manner and form following, *viz.* firſt the ſaid *R.* E. for him, &c. doth by theſe preſents grant, aſſign and ſet over, remiſe and releaſe unto him the ſaid *R.* S. all and every the debts, obligations and bills obligatory, and ſeveral ſummes of money in the ſaid Schedule annexed unto this preſent Indenture, called the firſt Schedule mentioned and expreſſed, and all his part, portion, intereſt, right and demand therein or thereof, with all ſuch benefit and commodity, as the ſaid *R.* E. his, &c. can or may lawfully take, receive or have upon or by reaſon of any the ſaid obligations, bills, debts, duties or demands contained or mentioned in the ſaid Schedule called the firſt Schedule alotted to the ſaid *R.* S. And further, the ſaid *R.* E. doth by theſe preſents, for him, his, &c. conſtitute, and in his place appoint the ſaid *R.* S. during his life, and after the death of the ſaid *R.* S. his executors and adminiſtrators, to be his lawful Attorney irrevocable, for and in the name of the ſaid *R.* *E.* during his life, and after his deceaſe, for and in the name of his, &c. to ask, take, &c. of all the debtors in the ſaid Schedule, called the, &c. and annexed to this preſent Indenture mentioned, or any of them, or of the heirs, &c. all and every the ſumme and ſummes of money in the ſaid Schedule, called the firſt Schedule, mentioned or contained; and the ſaid *R.* *E.* for him, his, &c. doth covenant and grant to and with the ſaid *R.* S. his, &c. by

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theſe preſents, that it ſhall and may be lawful to and for the ſaid *R.* S. during the life of the ſaid *R.* S. and to and for the executors of the ſaid *R.* S. after his deceaſe, at the onely coſts and charges of the ſaid *R.* S. his, &c. or ſome of them in the name of the ſaid *R.* *E.* during his life, and after his death, &c. to proſecute any actions, ſutes or plaints for the recovery of all or any the debts, duties or demands in the ſaid Schedule annexed to this preſent Indenture, called, &c. contained or mentioned, againſt all or any of the debtors therein named, their, &c. and the ſame actions, ſutes and plaints, and every or any of them, at the like coſts and charges of the ſaid *R.* S. his, &c. without the let, trouble, contradiction, or the unjuſt plea in bar, ariſing from any act heretofore done by the ſaid R. S. his, &c. to proſecute and purſue, untill judgement and execution thereupon ſhall be had and taken, and all ſuch ſumme or ſummes of money, as ſhall upon or by reaſon of any ſuch ſute or ſutes, happen to be recovered, had, levied or received, to take and keep to the only uſe and behoof of the ſaid *R.* S. his, &c. without any accompt, or other thing therefore to be rendred or yielded to the ſaid *R.* his, &c. or any of them, ratifying, &c. all and every action, act and thing, which the ſaid *R.* his, &c. ſhall make, do, commit or execute, or cauſe, &c. in or about the premiſſes, for or touching the recovery, or receiving of all or any the ſaid debts in the ſaid Schedule mentioned. And the ſaid R. *E.* his, &c. doth by theſe preſents covenant, &c. to and with the ſaid *R.* S. his, &c. that the ſaid *R.* *E.* hath not heretofore releaſed or diſcharged, nor that he, his, &c. ſhall or will releaſe or diſcharge all or any the debts, duties, ſummes of money or demands in the Schedule, &c. without the conſent or agreement of the ſaid *R.* S. his, &c. firſt had and obtain-

ed in writing under his or their hand, or voluntarily or willingly discontinue, disavow, or be non-suited in, or make any retraxit, or otherwise discharge, to hinder or delay any such action, sute or plaint, which the said R. E. his, &c. shall at any time hereafter commence, &c in the name of the said R. S. for recovery or obtaining of all or any the said, &c. in the said Schedule, &c. mentioned. But that the said R. E. his, &c. shall and will from time to time, and at all times hereafter, justifie, avow, &c. all and every such actions, sutes, &c. which he the said R. S. his, &c. shall at any time hereafter commence or prosecute at the costs and charges of the said R. S. his, &c. against any person or persons, for recovery or obtaining of all or any the said debts, &c. in the said Schedule annexed to this present Indenture, called, &c. mentioned or expressed. Ratifying, &c. all and every matter and thing whatsoever, which the said R. S. his, &c. or any of them shall commence, make, do, execute or prosecute, for the receiving, recovering, levying, &c. the said debts, &c. or any of them. And the said R. S. for him, his, &c. and every of them in consideration of the premisses, doth by these presents covenant and grant to and with the said R. E. his, &c. and every of them, that he the said R. S. his, &c. shall and will from time to time, and at all times hereafter sufficiently acquit, discharge and save harmless the said R. E. his, &c. and every of them, of and from all manner of damages, troubles, sutes, arrests, costs and charges whatsoever which shall be taxed upon, or happen to be had, brought, recovered, or obtained against the said R. E. his, &c. goods, chattels or lands, for or by reason of any action, sute, plaint, process, judgement, arrest or execution, which the said R. S. his, &c. shall hereafter bring, commence, pursue or prosecute,

or

or cauſe to be, &c. againſt any perſon or perſons, in the ſaid Schedule annexed to this preſent Indenture, called the firſt Schedule, named, contained or mentioned there, &c. for the recovering or obtaining of any the ſaid debts, duties, &c. in the ſaid Schedule mentioned. And the ſaid R. S. for him, his, &c. doth further covenant, grant, aſſign, ſet over, remiſe and releaſe unto the ſaid R. E. all and every the debts, obligations and bills obligatory, and ſeveral ſummes of money, duties and demands in the ſaid Schedule called, &c. annexed to this preſent Indenture ſlotted to the ſaid R. S. contained and expreſſed, and all Bills, Bonds, obligatory Writings and Specialties whatſoever, touching or concerning the ſame, or any of them, and all his part, portion, intereſt, or demand therein or thereunto, or of any part or parcel thereof, together with all ſuch benefit and commodity as the ſaid R. S. his, &c. can or may lawfully have, take, or receive, upon or by reaſon of any the ſaid debts, duties or demands, contained or expreſſed in the ſaid Schedule, &c. And that all and every the ſeveral ſummes of money in the ſaid Schedule, &c. annexed to theſe preſents, contained and expreſſed, ſhall be and remain fully and wholly to the ſaid R. S. his, &c. without let, trouble or contradiction, or without any accompt, or other thing to be therefore rendred or yielded unto the ſaid R. S. his, &c. or any of them. And the ſaid R. S. doth by theſe preſents further covenants, promiſe and grant, to and with the ſaid R. E. his, &c. That neither the ſaid W. S. in his life-time, nor the ſaid R. S. ſithence the time of his deceaſe, nor either of them heretofore have not received, releaſed or diſcharged, nor that the ſaid R. S. his, &c. ſhall or will receive, releaſe or diſcharge all or any the ſaid debts, duties, ſumme or ſummes of money or demands in the ſaid Schedule,

&c.

&c. contained and expreſſed, and alotted to the ſaid *R. E.* for his part of the premiſſes, as aforeſaid, without the conſent of the ſaid *R. E.* his, &c. thereunto firſt had and obtained in writing, under his or their hands. Nor otherwiſe voluntarily or willingly diſcharge, hinder or delay any action, ſute or plaint whatſoever, which the ſaid *R. E.* his, &c. ſhall at any time hereafter commence, &c. for recovery or obtaining of all or any the ſaid debts, &c. in the ſaid Schedule, &c. mentioned; and whereas the debt-books, and other books, bills, bonds, obligations and ſpecialties, wherein the debts, duties and demands before mentioned, and wherein and whereby any wares or merchandizes were ſold, or delivered to the perſons in the ſaid Schedule named, are contained or expreſſed, are now in the hands and poſſeſſion of the ſaid *R. S.* therefore the ſaid *R. S.* doth covenant for him, his, &c. to deliver the ſame to the ſaid *R. E.* his, &c. upon demand; and ſhall and will likewiſe upon the like requeſt at the place aforeſaid, produce and ſhew forth to the ſaid *R. E.* the ſaid book called the debt-book, and all other books, ſcores and writings, which remain in the hands, poſſeſſion or cuſtody of the ſaid *R. S.* wherein the ſaid debts, duties or demands, or any of them contained in the ſaid Schedule, &c. are mentioned or expreſſed, or whereby or wherein any wares or merchandizes, touching or concerning the ſame, were ſold or delivered to any the perſons in the ſaid Schedule, &c. whereby the ſaid *R. E.* may have and take the view, benefit and uſe thereof to be ſhewed or produced forth in any Court or Courts of Record, or elſewhere for the declaring, proving or recovering of all or any the ſaid debts in the ſaid Schedule, &c. or other occaſions whatſoever, without any let, &c. In witneſs, &c.

*A Conveyance from I. T. and El. his wife (being Tenant in tayle) to R. H. and El. his wife, and the heirs and assigns of R. H. for ever.*

THis Indenture, &c. between I. T. of, &c. Gent. and *Elinor* his wife, Cousin and next Heir of T. L. late of the City of, &c. Gent. deceased, without issue of his body (that is to say) the only daughter and Heir of W. L. Gent elder Brother and Heir of the said T. L. of the one part, and R. H. of, &c. and *El.* his wife, of the other part, witnesseth, That they the said I. T. and *El.* his wife, as well for and in consideration of the sum of 210 *l.* of, &c by the said R. H. unto them the said I. T. and *El.* his wife, at the ensealing and delivery of these presents, well and truly in hand paid, the receipt whereof they the said I. T. and *El.* his wife, do hereby acknowledge, and thereof, and of every part and parcel thereof, do fully, clearly, and absolutely acquit, exonerate and discharge the said R. H. his heirs, executors and administrators, and every of them by these presents, have granted, aliened, bargained, sold and confirmed, and by these presents, &c. unto the said R. H. and *El.* his wife, all that one Messuage or Tenement, &c. together also with all and singular the Rooms, Cellars, Sollers, Halls, Parlours, Chambers, Houses, Housings, Vaults, Pavements, Courts, Yards, Easements, and other Hereditaments, Emoluments and Appurtenances whatsoever, unto the said Messuage or Tenement and Premisses, or any of them appurtenant, belonging or appertaining, or had, used, demised, occupied or enjoyed as part, parcel or member thereof, or as thereunto, or to any part thereof belonging or appertaining, and the reversion and reversions, remainder and remainders of them, and every of them, and also they

they the said I. T. and *El.* his wife, for the consideration aforesaid, have granted, bargained and sold, and by, &c. unto the said R. H. his heirs and assigns, all and singular Letters-Pattents, exemplications of fines and recoveries, chirographies of fines, charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts and Minuments whatsoever concerning only the premisses hereby mentioned, to be bargained and sold, or only any part thereof, and which now are in the hands, custody or possession of the said I. T. or of any other person or persons, by his delivery or appointment, or to his use, or to the use of the said *El.* his wife, and which he may have, obtain or come by, without sute in the Law, and also true Copies of all such other Letters-Pattents, exemplifications of fines and recoveries, chirographies of fines, Charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts and Minuments whatsoever, amongst other things concerning the premisses, or any part thereof, and which now are in the hands, custody or possession of the said I. T. or any other person or persons, by his delivery or appointment, or to his use, or which he may have, obtain or come by, without sute in the Law; all and singular which said Letters-Pattents, exemplifications, Chirographies, Charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Escripts and Minuments, so hereby bargained and sold by the said I. T. he the said I. T. doth hereby grant and agree to deliver, or cause to be delivered to the said R. H. his heirs or assigns, on this side the Feast of the Annuntiation of the blessed Virgin *Mary* now next coming, safe, uncancelled and undefaced, as now the same are, together with the said Copies, the writing of the said Copies to be paid for by the said R. H. the receipt of the said Copies, to have and to hold the said Messuage or Tenement and Backside, and

and ſingular other the premiſſes hereby mentioned, to be bargained and ſold; and every of them, with their and every of their appurtenances, and the reverſions and remainders of them, and every of them, unto the ſaid R. H. and *El.* his wife, and the heirs and aſſigns of the ſaid R. H. to the only proper uſe and behoof of the ſaid R. H. and *El.* his wife, and the heirs and aſſigns of the ſaid R. H. for ever, without any mortgage, condition, redemption, uſe or limitation to recall, alter, charge or determine the ſame to be holden of the chief Lord, or Lords of the Fee or Fees, whereof the premiſſes have been holden by the rents and ſervices therefore due and of right accuſtomed. And the ſaid I. T. for himſelf, his heirs, executors and adminiſtrators, doth covenant and grant to and with the ſaid R. H. his heirs and aſſigns, and to and with every of them by theſe preſents, that ſhe the ſaid *El.* his wife, is ſeized of the reverſion of the ſaid bargained premiſſes of an eſtate to her and the heirs of her body lawfully begotten, immediately expectant upon an eſtate for the life of *Hellen Cl.* now wife of *Leo Cl.* of, &c. Gent. with further remainder or reverſion immediately expectant upon the ſaid eſtate tail, to the right heirs of the ſaid *El.* for ever (without any reverſion or remainder of the ſame, or of any part thereof, in our Soveraign Lord the King, or otherwiſe) of the full, abſolute reverſion, in fee-ſimple expectant, upon the ſaid eſtate for life of the ſaid *Hellen:* And the ſaid I. T. for himſelf, his heirs, executors and adminiſtrators, doth covenant and grant to and with the ſaid R. H. his heir, and aſſigns, and to and with every of them by theſe preſents, that they the ſaid R. H. and *El.* his wife, and the heirs and aſſigns of the ſaid R. H. and every of them, ſhall and may from time to time, and at all times hereafter for ever, after the deceaſe of the ſaid *Hellen*, peaceably and quietly

have

have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Backſide and Premiſſes, without the let, interruption, trouble, expulſion or eviction of the ſaid I. T. and *El.* his wife, or either of them, or of their or either of their heirs, of their or either of their bodies begotten, or to be begotten, or any other heir or heirs of them, or either of them, or of any heir or heirs of T. L. Gent. deceaſed, and without any lawful let, trouble, interruption, expulſion or eviction of any other perſon or perſons whatſoever, now having, or lawfully claiming to have, or which hereafter may have, or lawfully claim to have any manner of eſtate, right, title, intereſt, thing or demand, of, in, to, or out of the ſaid bargained premiſſes, or any of them, by, for, from, or under them, or any of them, or by, from or under the ſaid *Hollen*, or by their or any of their means, conſent or procurement (except ſuch perſon and perſons, which may lawfully claim under the leaſes and eſtates herein after excepted) and freed and diſcharged, or otherwiſe within convenient time, after reaſonable requeſt, well and ſufficiently ſaved and kept harmleſs, and indempnified by the ſaid I. T. his heirs, executors and adminiſtrators, or ſome or one of them, of and from all and all manner of former and other bargains, ſales, gifts, grants, alienations, eſtates, leaſes, joyntures, dowers, uſes, wills, entayles, rents, charges, rents-ſeck, and arrerages of all manner of rents, ſtatutes-merchant, and of the ſtaple recognizances, judgements, executions, fines, poſt-fines, and of and from all other titles, troubles, charges and incumbrances whatſoever heretofore had, made, done, committed, omitted, or wittingly or willingly ſuffered or procured, or hereafter to be had, made, done, committed, wittingly or willingly ſuffered or procured by the ſaid I. T. and *El.* T. L. and H. or either

or

or any of them, their or either, or any of their heirs, or assigns, or by any other person or persons whatsoever, by their or any either of their means, assent, consent or procurement, one estate thereof heretofore made by the said T. L. and *Hellen* his late wife, by fine and other assurances to the use of the said T. L. and *Hellen*, and the heirs of the said T. L. and one Lease made by the said *Hellen* and I. T. and *El.* his wife to R. by Indenture bearing date, *April* 25. in the Twelfth year, &c. and all arrerages of Rents, now accrued or to accrue, by reason of the same, and one other Lease made by the said I. T. and *El.* to the said *Hellen*, for One hundred years, for better security of payment of six pounds *per annum*, to the said *Hellen*, and her assigns, during her life only excepted, and foreprized: and the said I. T. for himself, his executors and administrators, doth covenant and grant, to and with the said R. H. and *El.* his wife, and the heirs and assigns of the said R. H. by these presents, that they the said I. T. and *El.* his wife, and either of them, and their and either of their heirs, and all and every other person and persons, now having, or lawfully claiming to have, or which at any time hereafter shall or may lawfully claim to have any estate, right, title or interest, of, in or to the said premisses, and every or any of them, by, from, or under the said I. T. and *El.* his wife, and T. L. or by, from or under either or any of them, other than the said *Hellen*, and such as may claim under her, for her estate, as aforesaid, and other than such, which may claim under the said excepted Leases, or either of them, shall and will from time to time, and at all times after the date of these presents, at and upon the reasonable request, and only cost and charges in the Law of the said R. H. and *El.* his wife, and the heirs and assigns of the said

R.

R. H. or any of them, do, make, knowledge, execute and ſuffer, or cauſe to be done, made, knowledged, executed and ſuffered, all and every ſuch further, lawful and reaſonable act and acts, thing and things, device and devices, aſſurances and conveyances in the Law whatſoever, which ſhall be or may be for the more better and perfect aſſurance, ſure-making and conveying of all and ſingular the ſaid bargained premiſſes, and every part and parcel thereof, with the appurtenances unto the ſaid R. H. and *El.* his wife, and the heirs and aſſigns of the ſaid R. H. to the only proper uſe and behoof of the ſaid R. H. and *El.* his wife, and of the heirs and aſſigns of the ſaid R. H. for ever, according to the true intent and meaning of theſe preſents, be it by fine, feoffment, recovery, with ſingle, double, or more voucher or vouchers, over Deed or Deeds inrolled or not inrolled, the inrollement of theſe preſents, releaſe or confirmation with warranty, or without warranty, or by all, every, or as many of the ſaid ways and means, as by the ſaid R. H. and *El.* his wife, his heirs or aſſigns, or his or their, or any of their Council learned in the Law, ſhall be reaſonably deviſed, adviſed and required, ſo as for the making, doing, knowledging, executing, ſuffering or performing ſuch further acts, things, devices, aſſurances and conveyances, or any of them, the perſon or perſons that are to make ſuch further aſſurance by force of this covenant, or any of them, be not compelled to travel above the ſpace of twenty Miles, nor by ſuch acts, things, devices, aſſurances or conveyances, or any of them, be compelled or compellable, to warrant, acquit or defend the premiſſes, or any of them, more largely, or more generally, than only againſt acts, charges, titles, troubles and incumbrances, had, made or done, or wittingly or willingly, ſuffered by them, or by any of their means, al-

ſent,

sent, consent, privity or procurement, but not in any wayes to warrant against the said leases and estates before excepted, or either or any of them. And moreover it is convenanted, granted, concluded and agreed upon, by and between all and every the said parties to these presents, that all and every fines, feoffments, recoveries, acts, things, assurances and conveyances in the Law whatsoever, hereafter to be had, made, levied, suffered, executed or performed, of the said premisses, or any part thereof, and whereunto the said I. T. and E. his wife, or either of them, or their or either of their heirs shall in any wise be party or parties, vouchee or vouchees, shall be and enure, and shall be deemed, construed, reputed, adjudged, and taken to be and enure, to the only proper use and behoof of the said R. H. and E. his wife, and of his heirs and assings for ever, and to none other use or uses, intents or purposes whatsoever. And this indenture further witnesseth, That the said I. T. for the consideration aforesaid, hath granted, bargained, sold and confirmed, and by, &c. unto the said R. H. his executors, administrators and assigns, all such goods, implements, houshold-stuffe, utensils, and things which are mentioned in a Schedule indented, hereunto annexed; and doth hereby also covenant ane grant to and with the said R. H. his executors, administrators and assigns, that he hath full power and sufficient and good right and property to grant the same accordingly: and the said I. I. for himself, &c. doth covenant to and with the said R. H. his heirs and assigns, that he, his heirs and assigns, shall and will at all times hereafter, upon the request, and at the charges of the said R. H. his heirs and assigns, shew, or cause to be shewn forth in any Court of Law or Equity, or other place necessary, all Evidences which he or they shall have in their hands, or may lawfully come by,

without ſute of Law, concerning the ſaid bargained premiſſes, or any part thereof, for maintenance of his eſtate hereby mentioned, to be aſſured unto him and his heirs, and ſhall and will permit and ſuffer the ſame to remain in ſuch Court or place, ſo long as ſhall be neceſſary in ſuch behalf. In witneſs whereof, &c.

Robert Farr *being ſeized of a Tenement in fee with remainders, wherein* Eliz. Farr. *hath an eſtate for her life) having levied a fine, now ſuffereth a recovery, and felteth and aſſureth the ſame to* Robert Black, *and his heirs in fee-ſimple by the ſubſequent deed.*

THis Indenture *Quadripartite*, &c. between *Robert Farr*, Son and Heir of, &c. G. G. and E. *Ar.* of, &c, of the firſt part, *Robert Black* of, &c. of the ſecond part, W. H, and T. H. of, &c. of the third part, and *I.* P. and H. *Bl.* of the fourth part, witneſſeth, That for and in conſideration of the ſumme of 200 *l.* of &c. to the ſaid *R.* F. before the enſealing and delivery hereof, well and truly ſatisfied and paid by the ſaid *R. Bl.* whereof the ſaid *R.* F. doth by theſe preſents acknowledge the receipt, and whereof, &c. He the ſaid *R.* F. and the ſaid G G. and E. *Ar.* at his requeſt and nomination have, and every of them hath (by and with the conſent and direction of the ſaid *R.* B) granted, bargained, ſold, aliened and confirmed, and by, &c. unto the ſaid W. F. and T. Y. all that great Meſſuage, &c. together with all Houſes, Buildings, &c. and the Rents, Services, Reverſions and Remainders thereof, and alſo all the eſtate, right, title, intereſt, challenge, claim and demand whatſoever, of them the ſaid *R.* E. G. G. and E. *Ar.* and every or any of them, of, in and to the ſaid granted Tenement, &c and alſo all Deeds, Evidences, Chatters, Writings, Eſcripts and Minuments whatſoever, which do touch

or concern the ſaid granted premiſſes, or any part thereof, To have and to hold the ſaid Meſſuage or Tenement, Garden and Premiſſes, before hereby granted or conveyed, or mentioned or intended to be hereby granted and conveyed, and every part and parcel thereof, with the appurtenances, unto the ſaid W. F. and T. Y. their heirs and aſſigns, to the only uſes, intents and purpoſes hereafter in theſe preſents limited, expreſſed and declared, that is to ſay, to the uſe of them the ſaid W. F. and T. Y. and of their heirs, until a good and perfect common recovery ſhal be in due form of Law, at the coſts and charges of the ſaid R. B. or his heirs, had and executed, of and for the ſaid hereby granted, or intended to be granted, Meſſuage, Tenement and Premiſſes againſt them the ſaid W. F and T. Y. before the Juſtices of the Court of Common plaes at *Weſtminſter*, according to the uſual courſe of common Recoveries in the ſame Court uſed for aſſurance of Lands and Tenements, in which recovery the ſaid I. P. and H. B. ſhall be demandants and recoverers, and the ſaid R. F. ſhall be vouched to warrant, ſo as ſuch recovery ſo to be had, be had and executed before the end of the term of St. *Hillary* next enſuing the date hereof, and from and after the full execution of the ſaid recovery (in caſe the ſame ſhall be had and executed before the end of the ſame term of St. *Hillary*, the ſaid Recoveries intended ſhall ſtand ſeized, or in caſe the ſaid recovery intended to be had ſhall not be had and executed by the time aforeſaid) then from and after the end of the ſame term of St. *Hillary*, to the uſe of the ſaid R. B. and of his heirs and aſſigns for evermore, and to and for none other uſe, intent or purpoſe, to be holden of the chief Lord or Lords of the Fee or Fees of the premiſſes by the ſeruices and ſervices therefore due, and of right accuſtomed, and the ſaid R. F. for himſelf, his heirs, execu-

tors and administrators, and for every of them, doth covenant, promise and grant, to and with the said R. B. his heirs and assigns by these presents, that for and notwithstanding any act, matter or thing, had, made or done to the contrary by him, and the said E. F. his Father deceased, or either of them (except as herein after is excepted) the said R. F. G. G. and E. A. or some of them, are, or one of them is, at the ensealing and delivery hereof, the true and lawful owners or owner of the said granted, or intended to be granted premisses, and every part and parcel thereof, and of and in the same, and every part and parcel thereof lawfully and rightfully seized of a good, sure, sufficient and absolute estate of inheritance in Fee-simple, in his or their own right, and to the only use of them, or some or one of them, his or their heirs, by good assurance, right or title in the Law indefeazible, without any reversion, remainder, or further interest in the Common-wealth, or any other person or persons whatsoever, and also that notwithstanding as aforesaid (except as herein after is excepted) the said R. F. G. G. and E. A. or some or one of them have or hath, at the time of the ensealing and delivery hereof, full power, good right and lawful authority, to grant, convey and assure the said granted or intended to be granted premisses, and every part and parcel thereof, in manner and form aforesaid, and according to the true intent and meaning thereof: and further also, that the said granted Messuage, Tenement and Premisses, and every part thereof, with their appurtenances, now be and are, and so from time to time, and at all times hereafter, shall or may be, remain and continue to the uses, intents and purposes aforesaid, in manner and form aforesaid, and according to the true intent and meaning of these presents, clearly acquitted (freed) and discharged of and from all and all manner of former and other Bargains, Sales, Gifts

Gifts, Grants, Leaſes, Morgages, Joyntures, Dowers, Wills, Covenants, Intails, Statutes-merchant, and of the ſtaple, recognizances, judgments, executions, extents, rents, charge-rents, ſeck, arrerages of rents, and of and from all other titles, charges, troubles and incumbrances whatſoever, at any time heretofore had, made, done, committed, omitted, or ſuffered to be done, or at any time hereafter to be had, made, done, committed, omitted, or ſuffered to be done by him the ſaid *R. F.* and the ſaid *E. F.* his father, or either of them, except an Eſtate aſſured to and upon *E. H.* widow, late wife of the ſaid *E. F.* by him the ſaid *E.* for the term of the life of the ſaid *E.* of the premiſſes hereby conveyed, or intended to be conveyed, which is intended to be ſurrendred for the better execution of the ſaid intended recovery, and alſo except a bargain and ſale lately made by the ſaid *R. F. G. G.* and *E. A.* to the ſaid *W. F.* and *T. Y.* of the ſame premiſſes, to hold from *December* 20. laſt paſt, for the term of one whole year, which bargain and ſale was intended, and made for the better execution of theſe preſents; and the ſaid *R. F.* for himſelf, his heirs, executors and adminiſtrators, doth further covenant, promiſe and grant to and with the ſaid *R. B.* his heirs and aſſigns by theſe preſents, that he the ſaid *R. B.* his heirs and aſſigns, ſhall or lawfully may from time to time, and at all times hereafter for ever, according to the true intent and meaning of theſe preſents, peaceably and quietly enter into, have, hold and enjoy the ſaid granted Meſſuage, Tenement, Garden and Premiſſes, and every part and parcel thereof with the appurtenances, without any let, interruption, challenge, claim, diſturbance, eviction, ejection, moleſtation, hinderance or denial, of or by the ſaid *R. F.* or of or by any other perſon or perſons whatſoever, having or claiming, or

pretending to have any lawful eſtate, right, title or in-tereſt in or to the premiſſes, or any part thereof, from, by or under him, or his ſaid Father deceaſed (except the ſaid *El.* F. and ſuch as ſhall or may claim, for, by, from or under, and only for, by, from or under the eſtate for life of the ſaid *El.* F. and the bargain and ſale before herein excepted) and further alſo, that he the ſaid R. F. and his heirs, and all and every other perſon and perſons, having or claiming to have, or that ſhall or may have, or claim to have any right, title, eſtate or intereſt, of, in or to the premiſſes, from, by or under him, or his ſaid Father (except before excepted) ſhall and will from time to time, and at all times hereafter, during the ſpace of ten years next enſuing the date hereof, upon the reaſonable requeſt, and at the coſts and charges of the ſaid R. B. his heirs or aſſigns, make, do, ſuffer, acknowledge and execute, or cauſe to ſuffer to be done and executed, all ſuch further and other lawful and reaſonable acts, things and aſſurances, for the further, better and more perfect granting, aſſuring and conveying of the ſaid Meſſuage, Tenement, garden and premiſſes, before hereby granted or mentioned, meant or intended to be hereby granted, with the appurtenances, to the uſe of the ſaid R. B. his heirs and aſſigns for ever, according to the true meaning of theſe preſents, as by him the ſaid R. B. his heirs or aſſigns, or by his or their Council learned in the Law, ſhall be in that behalf reaſonably deviſed, or adviſed and required, ſo as for the making of ſuch further aſſurance, neither the ſaid R. F. nor any other perſon, by whom ſuch aſſurance is to be made, ſhall be compelled or compellable to travel for the doing thereof, further than the Cities of *London* or *Weſtminſter*, and ſo as ſuch further aſſurance contain not, nor imply any further or more general warrant or acquittal, than is before herein comprized. And it is concluded and agreed by and between

the said parties to these presents, that all and every fine and fines, recovery and recoveries, and other assurances whatsoever, at any time heretofore had, made, suffered or executed of the premisses, or at any time hereafter be had or executed of the premisses, or any part thereof, either alone by it self, or together with any other Lands, Tenements or Hereditaments, and whereunto the said R. F. hath been, or he or his heirs shall be in any sort conusor or conusors, vouchee or vouchees, party and parties, shall be and enure, and shall be deemed, adjudged and taken to be and enure, as touching the said granted premisses, to and for the only use of the said R. B. and of his heirs and assigns for ever, and to or for none other use, intent or purpose whatsoever; provided alwayes, and it is the true intent and meaning of these presents, and of all the parties hereunto, that neither these presents, nor any thing therein contained, shall extend, or be construmed to extend to charge the said G. G. and E. *Ar.* or either of them, their or either of their heirs, with or for any warranty or acquittal of the said premisses, or any part thereof, other than against him and themselves respectively, and his and their respective heirs. In witness, &c.

*Note.*

A demise, bargain and sale was made by R. H. G. G. and E. A. to W. F. and T. Y. *Habend.* to them for one year, from *Decemb.* 25. last, that the estate of Free-hold might rest in them without livery.

*Note.*

A Surrender is made by *El.* to R. F. of her Estate for life; for other wise W. F. and T. Y. could not have been made perfect Tenants of the Free-hold.

John Vaugh (*seized of a tenement* jure uxoris *for his life, the remainder in fee-tail belonging to* Tho. M.) *together with his wife, and the Tenant in tail, conclude to convey the same to* T. S. *and his heirs, the assurance is by fine and recovery intended to be executed, the use whereof being to* T. S. *and his heirs, is directed by the following Deed; wherein are comprized necessary Covenants.*

THis Indenture Quadripartite, made, &c. between I. V. of, &c. and *Mary* his wife, late the wife of E. M. late of, &c. deceased, of the first part, *Tho.* M. of, &c. Son and Heir of the said E. M. on the body of the said *Mary* begotten, of the second part, *Th.* S. of, &c. of the third part, and W. F. of, &c. of the fourth part. Whereas the said I. V. and M. his wife, stand seized in the right of the said M. of an estate of free-hold, for term of the life of the said M. the remainder thereof in fee-tail to the said T. M. party to these presents, belonging with divers remainders over, of and in all that one great or Capital Messuage, &c. and also of and in all Houses, Edifices, &c. witnesseth now this present Indenture, that for and in consideration of the sum of 600. l. of, &c. to the said, &c. well and truly paid and satisfied, it is concluded and agreed by and between the said parties to these presents, that a good and perfect estate of inheritance in fee simple, shall be conveyed, setled and assured to and upon the said T. S. of and in all and singular the said great Capital Messuage or Tenement and Mansion house, now used as two houses, as aforesaid, and all other the premisses before mentioned, with their and every of their rights, members and appur-

purtenances, and that to that end, intent and purpose, the said *John V.* and *Mary* his wife, and *Tho. M.* party to these presents, shall and will before the end of *Michaelmas* Term, now next ensuing the date hereof, acknowledge and levy to the said W. F. and his heirs, one fine *sur connuzance de droit come ceo*, &c. to be sued out with Proclamations, according to the form of the Statute in that case made and provided, of all and singular the said Capital Messuage or Mansion-house, and other the Premisses, with the appurtenances, by the name of two Messuages, with the appurtenances, in the Parish of, &c. or by some other apt name or names, as by counsel shall be thought meet, to the intent to make the said W. F. perfect Tenant of the free-hold of the premisses, that so one Writ of entry *sur disseisin en le post*, issuing out of the High-Court of Chancery, and to be returnable before the Justices of the Court of Common-pelas at *Westminster*, may be obtained and sued out, whereby the said T. S. shall demand against the said W. E. all the said Capital Messuage or Mansion-house and Premisses, by some apt name or names, as by counsel shall be advised, to which Writ the said W. F. shall appear in person, or by Attorney thereunto lawfully authorized, and after count or declaration against him by the said T. S. he the said W. F. shall make defence by words of course, and vouch to warranty the said T. M. party to these presents, who shall likewise appear in person, or by his Attorney in that behalf lawfully and sufficiently authorized, and after count or declaration against him by the said T. S. shall make defence by words of course, and vouch to warranty the common vouchee, who shall appear in person at the Bar of the said Court of Common-pleas, and after declaration against him, shall make defence, and enter into the warranty, and afterwards

make

make default; whereupon ſeveral judgments ſhall or may be had, that ſo a good and perfect common recovery with double voucher, according to the courſe of common recoveries in the ſaid Court of Common-Pleas uſed, may be had and executed of the premiſſes: And this Indenture further witneſſeth, and it is the true intent and meaning of theſe preſents, and of all the parties to the ſame, that the ſaid recovery ſo, or in any other manner to be had or executed, and the whole execution of the fine and recovery of the ſaid Capital Meſſuages and Premiſſes, to be be had or executed, as aforeſaid, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and taken to be and enure, to and for the onely proper uſe and behoof of the ſaid T. S. and of his heirs and aſſings for ever, and to none other uſe, intent or purpoſe whatſoever. And the ſaid *John* V. for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid T. S. his heirs and aſſigns by theſe preſents, that (ſaving and excepting the terms and eſtates herein after excepted) he the ſaid I. V. and *Mary* his wife, at the time of the enſealing and delivery hereof, are, and ſo until the fine aforeſaid, by them to be levied, as aforeſaid, ſhall be fully executed, as aforeſaid, ſhall be ſeized in the right of the ſaid *Mary*, of a good eſtate of Free-hold for the life of the ſaid *Mary*, of and in the Capital Meſſuage, Manſion-houſe and premiſſes before mentioned, to be ſetled and aſſured to or upon the ſaid T. S. or his heirs aforeſaid, and that the ſaid I. V. and *Mary* his wife, now have, and until as aforeſaid, ſhall have full power, good right, and lawful authority to convey and aſſure the premiſſes to the ſaid T. S. and his heirs, for the life of the ſaid *Mary*, according to the true intent and meaning of theſe preſents, and alſo that the ſaid Capital

Meſſuage

Meſſuage or Manſion-houſe and Premiſſes before mentioned, or intended to be hereby ſetled or aſſured, as aforeſaid, and every part and parcel thereof, with the appurtenances, now be and are, and ſo from time to time, and at all times for ever, ſhall or may be, remain and continue unto the ſaid T. S. his heirs and aſſigns according to the limitation aforeſaid, and according to the true intent and meaning of theſe preſents, clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid I. V. his executors or adminiſtrators, well and ſufficiently ſaved and kept harmleſs of and from all former and other Grants, Leaſes, Morgages, Eſtates, Acts, Titles, Charges, Troubles and Incumbrances whatſoever, had, made or done, or to be had, made, done or committed by him the ſaid *John* V. and *Mary* his wife, or either of them, except and foreprized one Leaſe of Indenture bearing date, &c. made and granted by the ſaid *John* V. and *Mary* his wife, and T. M. party to theſe preſents, of certain parts of the ſaid Capital Meſſuage, then, &c. for the term of 31. years, from the Feaſt of the birth of our Lord God, then laſt paſt, upon which is reſerved the yearly rent of 30. l. and 10. ſh. and alſo excepted and foreprized ſuch term and intereſt as *Tho.* A. hath in the other parts of the ſaid Capital Meſſuage, by vertue of a Leaſe heretofore made to *Simon* L. Mercer, deceaſed, for certain years yet to come, under the yearly rent of 44. l. and 10. ſhillings, which ſaid ſeveral yearly rents from henceforth, for and during the reſt and reſidue to come, of the reſpective terms before mentioned, to grow due and payable, it is concluded and agreed by and between the ſaid parties to theſe preſents, and every of them, and declared to be their true intent and meaning, ſhall continue, and be due and payable, and ought to be paid to the ſaid T. S. his heirs or aſſigns; and the ſaid I. V. for himſelf,

his

his heirs, executors, and administrators, doth further covenant and grant to and with the said T. S. his heirs and assigns by these presents, that he the said T. S. his heirs and assigns, shall or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold and enjoy all and singular the Capital Messuage, Mansion-house and Premisses before mentioned, or intended to be hereby setled or assured, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any let, interruption, disturbance or incumbrance, of or by them the said I. V. and *Mary* his wife, or either of them, or of or by any other person or persons lawfully claiming, or to claim, or having right or title from, by or under them, or either of them, their or either of their act, right, title or estate, except such as shall or may claim by or under the Leases before excepted, or either of them, and for the terms or interest in or by the same Leases granted only, and also that he the said I. V. and *Mary* his wife, and either of them, shall and will from time to time, upon the reasonable request, and at the costs and charges in the Law of the said T. S. his heirs and assigns, make, do, suffer, execute and acknowledge all and every such further and other lawful and reasonable acts, things and assurances in the Law, containing or implying no further or more general warranty or acquittal, than only against them the said I. V. and M. his wife, and either of them, for the better assuring and sure-making of the said Premisses to the said T. S. his heirs and assigns, as by him or them, or by his or their Council learned in the Law, shall be in that behalf reasonably devised, advised or required, and so as for the doing thereof, neither the said I. V. or *Mary* be compelled to travel above Ten Miles from the place of his

his or her respective dwelling or abode, at the time of such requeſt to be made. And the ſaid T. M. party to theſe preſents, for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant and grant, to and with the ſaid T. S. his heirs and aſſigns by theſe preſents, that ſaving and excepting the terms and intereſts herein before excepted, he the ſaid T. M. at the time of the enſealing and delivery hereof, is ſeized of a good, perfect and abſolute eſtate of inheritance in Fee-ſimple, of and in the ſaid Capital Meſſuage, Manſion-houſe and Premiſſes before mentioned, or intended to be ſetled or aſſured, and until, &c. ſhall be ſetled and aſſured to and on the ſaid T. S. his heirs and aſſigns, according to the limitation aforeſaid, and the true intent and meaning of theſe preſents, ſhall be ſeized of all and ſingular the ſame Capital Meſſuage, Manſion-houſe and Premiſſes, with the appurtenances of a good, lawful and ſufficient eſtate of inheritance, in Fee-tail expectant, upon the death of the ſaid *Mary Vaughan*, and at the time of the enſealing and delivery hereof, hath, and until as aforeſaid, ſhall have full power, good right and lawful authority, to convey, ſettle and aſſure the premiſſes, to and upon the ſaid T. S. his heirs and aſſigns for ever, in form aforeſaid, according to the true intent and meaning of theſe preſents, and alſo that all and ſingular the ſaid Capital Meſſuage or Manſion-houſe, and other the premiſſes before herein mentioned, or intended to be conveyed, ſetled or aſſured, as aforeſaid, and every part and parcel thereof, with the appurtenances, now be and are, and ſo from time to time, and at all times hereafter for ever, ſhall or may be, remain and continue unto the ſaid T. S. his heirs and aſſigns, according to the limitation aforeſaid, and the true intent and meaning of theſe preſents clearly

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acquitted, exonerated and discharged, or otherwise by him the said T. M. party to these presents, his heirs, executors or administrators, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, Grants Leases, Morgages, Estates, Joyntures, Dowers, Wills, Covenant, Entails, Statute-merchant, and of the Staple, Recognizances, Judgements, Executions, Extents, Debts to the Common wealth, Debts of Record, and of and from all other Titles, Charges, Troubles and Incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by them the said T. M. and the said E. M. his Father, and T. M. his Grandfather, or any of them, or by any other person or persons whatsoever, the said Leases therein before mentioned to be excepted, and either of them, and the said Estate, for life of the said M. V. and the Feefarm rent of 16. sh. issuing, or yearly due and payable out of or for the said premisses, to the Mayor and Commonalty of the said City of B. only excepted and foreprized and the said T. M for himself, his heirs, executors and administrators, doth further covenant and grant to and with the said T. S. his heirs and assigns by these presents, that he the said T. S. his heirs and assigns, and his and their farmers and tenants shall, or lawfully may from time to time, and at all times hereafter for ever peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said capital Messuage, Mansion-house and premisses before-mentioned, or intended to be conveyed, setled or assured, and every part and parcel thereof, with the appurtenances, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruption, disturbance

ſturbance or incumbrance of or by him the ſaid T. M. or his heirs, or of or by any other perſon or perſons whatſoever, claiming or to claim, or having or pretending to have any lawful Eſtate, Right, Title, intereſt or thing, of, in, to or out of the premiſſes, or any part thereof (except ſuch as ſhall or may claim for, by or under the Leaſes, Eſtates and Rents before herein excepted, or any of them) And further, that he the ſaid T. M. and his heirs, and all and every other perſon and perſons, that ſhall or may claim from, by or under him, ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid T. S. his heirs or aſſigns, make, do, ſuffer, execute and acknowledge, or cauſe to be made, done, ſuffered, executed and acknowledged, all and every ſuch further, and other reaſonable and lawful acts, things and aſſurances in the Law whatſoever, for the further and better aſſuring, ſure making, ſetling and conveying to the ſaid T. S. his heirs and aſſigns, of all and ſingular the ſaid Capital Meſſuage or Manſion-houſe and Premiſſes before hereby mentioned; or intended to be hereby ſetled, conveyed or aſſured, and every part and parcel thereof by ſuch ways & means in the Law, as by him the ſaid T. S. his heirs or aſſigns, or by his or their Council learned in the Law, ſhall be in that behalf reaſonably deviſed or adviſed and required, ſo as for the doing thereof, the ſaid T. M and ſuch others as are or ought to make ſuch further aſſurance by force of theſe Covenants, be not compelled or compellable to travel above Fifty Miles from the place of his or their reſpective dwelling or abode at the time of ſuch requeſt to be made: and it is declared to be the true intent and meaning of theſe preſents, & of all the parties to the ſame, that all fines, feoffments, recoveries, conveyances and aſſurances at any time hereafter

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to be had, levied, ſuffered, executed, or acknowledged, by or between the ſaid parties hereunto, or any of them, or any other perſon or perſons whatſoever of the ſaid capital meſſuage or manſion houſe & premiſſes before mentioned, or any part thereof, either alone by it ſelf, or together with any other Lands, Tenements or Hereditaments, ſhall be & enure, and ſhall be deemed, adjudged, conſtrued and expounded to be and enure, to and for the only uſe and behoof of the ſaid T. S. and of his heirs and aſſigns for ever, and to none other uſe, intent or purpoſe; and the ſaid I. V. and *Mary* his wife, and I. M. party to theſe preſents, for the conſiderations aforeſaid, have granted, bargained and ſold, and by theſe preſents do grant, bargain and ſell to the ſaid T. S. and his heirs, all and every the Deeds, Charters, Evidences, Writings, Counterparts of Leaſes, Eſcripts, and Minuments, which do touch or concern the ſaid Meſſuage and Tenement, or any part or parcel thereof, all which, or as many of them as now are, or be in the hands, or poſſeſſion of the ſaid I. V. and M. his wife, or either of them, or any other perſon or perſons, to his, her, or their own uſe, or by his or her delivery, or in the hands or poſſeſſion of the ſaid T. M. party to theſe preſents, or of any other perſon or perſons, to his, or by his delivery, the ſaid I. V. for himſelf, his executors and adminiſtrators reſpectively, and the ſaid T. M. for him, his heirs, executors and adminiſtrators, do ſeverally and reſpectively covenant and agree, to deliver, or cauſe to be delivered, uncancelled and undefaced, or in as good condition and plight, as now the ſame are unto the ſaid T. S. his heirs or aſſigns, before the Feaſt-day of the birth of our Lord God next enſuing the date hereof. In witneſs whereof, all the ſaid parties to every part of this Indenture *Quadripartite*, have put their hands and ſeals &c.

William

William King *(being seized of lands, and &c. in fee-tail with remainders)* dieth, *having issue three daughters who as co-heirs enter. Now* S. N. *and* Hest. *his wife, one of the co-heirs, (for the better conveying of* Hesters *third part to* J. F. *and his heirs) suffer a recovery, and by this Deed, together with the tenants of the free-hold, and the recoverers direct the use of the same recovery.*

THis Indenture Tripartite, &c. Between *Sam. N.* &c. and *Hest.* his Wife, (one of the Daughters and co-heirs of W. K. late of , &c. deceased) of the first part, J. F. the younger of , &c. of the second part, and T. Y. of, &c. and N. L. and B. T. of the third part, witnesseth, That whereas the said S. N. and *Hester* his Wife, in the right of the said *Hester* were at the beginning of the Term of St. *Michael* now last past, and before seized in fee-tail, with divers remainders over, of and in one full third part (the whole into three equal parts to be divided) of all that tenement, &c. containing by estimation one yard land, with the appurtenances, set, lying and being in *Dundy* aforesaid, in the said County of *Somerset*, and of and in all houses, edifices, buildings, barnes, stables, orchards, gardens, backsides, lands, tenements, meadows, leasows, pastures, commons, common of pasture, woods, underwoods, profits, commodities, emoluments and hereditaments whatsoever, to the said messuage and premises, or any of them, or to any part and parcel of them belonging, or in any wise appertaining; and whereas the said S. N. and H. his wife, being so seized as aforesaid, since the beginning of the said last Term of Saint *Michael*, did, for and in consideration of the summ of 100 *l.* of, &c. to them by the said J. F. before the ensealing and deli-

very hereof, well and truly paid and satisfied, whereof they do hereby acknowledge the receipt, and therof and of every part and parcel thereof, do clearly acquit and discharge the said J. F. his heirs, executors and administrators by these presents, conclude and agree, to and with the said J. F. to convey and assure to the said J. F. his heirs and assignes for ever, to the only and proper use and behoof of him the said J. F. his heirs and assignes for evermore, the one full third part of all and singular the tenement, cottages, lands and premises before in these presents mentioned or expressed, and of all and singular other the messuages lands, tenements and hereditaments whatsoever within the Parish of *Dundry* and *Chiew* aforesaid, or either of them, whereof the said *William King* the younger, (father of the said *Hester*) in his life-time, and at the time of his death was seized of an estate of inheritance by such ways, means and assurance in the Law, as by the Council of the said J. H. should be advised and thought meet, and whereas it was advised and thought meet by the Council of the said J. F. and concluded and agreed by and between the said parties to these presents, that a common recovery with double vouchcher should be suffered and executed of the said third part, by the said S. M. and H. his Wife, of the messuages, tenements, cottage, land and premisses, before in these presents mentioned or expressed, for the cutting off the said intail, and barring all remainders, and for the assuring and setling of the inheritance of the same third part, to and on the said J. F. his heirs and assignes for ever, in pursuance of which said advice, conclusion and agreement, they the said S. M. and *Hester* his Wife, by their Deed indented, bearing date the first day of this instant Moneth of *November* and inrolled in the High Court of Chancery the nineteenth day of the same moneth, (made between the

them the ſaid S. N. and *Heſter* of the one part, and the ſaid T. Y. of the other part) have granted, bargained and ſold to the ſaid T. Y. and his heirs, one full third part (the whole in three equal parts to be divided) of all and ſingular the tenement, cottage, lands and premiſes before in theſe preſents mentioned or expreſſed, and of all and ſingular other the lands, tenements and hereditaments whatſoever, within the Pariſhes of *Dundry* and *Chiew* aforeſaid, or either of them, whereof the ſaid *N. King* the younger, (father of the ſaid *Heſter*) in his life-time, and at the time of his death was ſeized of an eſtate of inheritance, and the rents, reverſions and ſervices thereof, to be had and holden to the ſaid T. Y. perfect tenant of the free-hold of the premiſes, that a good, perfect and common recovery, with double Voucher, might thereof be had and executed, in purſuance of, and according to the ſaid concluſion and agreement; and whereas afterwards in the ſame Term of St. *Michael*, according to the concluſion and agreement aforeſaid, the ſaid N. L. and B. T. did purſue out of the ſaid Court of Chancery one Writ of entry *in diſſeiſin en le poſt*, returnable before the Juſtices of the Court of Common-Pleas at *Weſtminſter*, whereby the ſaid N. L. and *Ben.* T. demanded againſt the ſaid T. Y. the ſaid part of the meſſuage, tenement, cottage, lands, and things herein before mentioned or expreſſed, and by the ſaid concluſion and agreement, meant or agreed to be aſſured or conveyed to the ſaid J. F. and his heirs as aforeſaid, by the names of the third part of two meſſuages of thirty acres of land, of ten acres of meadow, of thirty acres of paſture, of three acres of wood, and common of paſture, with the appurtenances, in *Dundry* and *Chiew* in the County of *Somerſet*, to which Writ the ſaid T. Y. appeared in perſon, and aſ[ked] the declarations againſt him by the ſaid N. L. and

B. T. he the said T. Y. appeared in person at the Bar of the said Court, and vouched to warranty the said S. N. and H. his wife, who likewise appeared in person, and did enter in the warranty, and afterwards vouched over the common vouchee, who did likewise appear in person, and after declaration against him, made defence, and afterwards made default, whereby several judgements were had according to the course of common recoveries used in the said Court of Common pleas, witnesseth now further this present Indenture, and it is hereby explained, declared and expressed, that the true intent and meaning of all the said parties to these presents before, and at the time of the suffering the said recovery, was, and ever since hath been and yet is, that the said recovery, and the whole execution thereof should, and for ever hereafter shall be and enure, and the said recoveries, and their heirs shall for ever hereafter stand and be seized of, and in the said third part of the said tenement, cottage, lands, and premises before-mentioned, with the appurtenances, to and for the only proper use and behoof of him the said J. F. and of his heirs and assignes for ever, and to or for none other use, intent or purpose whatsoever, and for that end and purpose (according to the advice of the Council, and the conclusion and agreement aforesaid) the said S. N. and H. his wife, for them and their heirs, and every of them do, and either of them doth by these presents remise, release and quit-claim all Errors, Writ and Writs of Error, cause and causes of Error, misprisions and mis-entries and demands, which they the said S. and H. or either of them, their or either of their heirs have, or hereafter may or ought to have, for or by reason of any errours, misprision, mis-entry, erroneous obtaining or prosecution of the said Writs, entry and Judgements aforesaid, or any of them, or

ther matter or thing whatsoever, in or about, or any way touching or concerning the said recovery, or any the proceeding or prosecution thereof; And the said S. N. for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise and grant, to and with the said J. F. his heirs and assigns, and to and with every of them by these presents, that he the said S. N. and H. his Wife, at the time of the ensealing and delivery of the said recited Deed, made to the said T. Y. and before mentioned to be enrolled as aforesaid, were lawfully and rightfully seized in the right of the said H. of, and in one full third part (the whole in three equal parts to be divided) of all and singular the tenement, lands and premises before herein mentioned in fee-simple, or fee-tail, and at the time of the ensealing the said Deed as aforesaid, had full power, good right, and lawful authority, to grant, convey, settle, and assure the said third part, in manner and form aforesaid, according to the true intent and meaning of these presents, and also that the said third part of the said tenement, land and premises before herein mentioned, or intended to be conveyed, setled or assured to the said J. F. as aforesaid, now be and are, and so from time to time, and at all times hereafter for ever shall or may be, remain and continne unto the said J. F. his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by them the said S. N. and Hester, their executors or administrators, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, morgages, estates, joyntures, dowers, wills, covenants, entails, statutes-merchant and of the staple, recognizances, judgements, executions,

extents, debts to the Common-wealth, sequestrations, debts of record, fines, issues, amerciaments, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by the said S. N. and *Hester*, *William King* the younger, and *William King* the elder, father and grandfather of the said H. K. or any of them, or by any other person or persons whatsoever, claiming or to claim, from, by or under them, or any of them, and the said S. N. for himself, his heirs, executors and administrators, and every of them, doth further covenant, promise and grant, to and with the said J. F. his heirs and assigns, and every of them by these presents, that he the said J. F. his heirs and assigns, and his and their farmers and tenants, shall, or lawfully may, from time to time, and at all times hereafter for ever, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy one whole third part of all and singular the Tenements, Lands and premises before mentioned, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruption, challenge, claim, disturbance or incumbrance, of or by them the said S. N. and *Hester*, or either of them, their or either of their heirs, &c. or of or by any other person or persons whatsoever, lawfully claiming, or having, or pretending to have any lawful estate, right, title, interest or thing, of, in, to or out of the said granted third part, from, by or under the said *Hester*, and he the said father and grand-father, or any of them. And

*For better assurance.* further that the said S. N. and *Hester* his Wife, and the heirs of the said *Hester* shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges in the Law of the said J. F. his heirs and assigns,

assigns, make, do, suffer, execute and acknowledge, or cause to be made, done suffered, executed and acknowledged, all and every such reasonable and lawful acts, thing and assurances in the Law whatsoever, for the further and better setling, assuring, sure-making and conveying to the said J. F. his heirs and assigns for ever, according to the true intent and meaning of these presents, the said third part before hereby mentioned or intended to be conveyed, and assured of and in the tenements, lands and premises aforesaid, by such ways and means in the Law, as by him the said J. F. his heirs or assigns, or by his or their Council learned in the Law, shall be in that behalf reasonably devised, or advised and required, for the making whereof, the said S. N. or *Hester* shall not be compelled to travel above twenty miles from the place of his, her or their dwelling or abode, at the time of such request to be made, nor to enter into any further or more general warranty, or acquital than is herein comprized, and the said S. N. and H. his wife, for the considerations aforesaid, have granted, bargained and sold, and by, &c. to the said J. F. his heirs and assigns, all Deeds, Charters, Writings and Evidences which do touch or concern the premises aforesaid, or any part thereof, and all the right, title, and demand of them the said S. and H. of, in and to all and every or any the same Deeds, Evidences and Writings. In witness whereof, all the said parties have to each part of this Indenture Tripartite, &c.

*W. B. being poſſeſſed of Lands, &c. for a term of years, (the inheritance of which Lands in fee-ſimple, were conveyed to R. R. and W. B. in truſt, to be diſpoſed of as W. B. and his Wife ſhall appoint) contracts with W. for ſale, the aſſurance adviſed thus, That for keeping on foot the term, and preventing incumbrances, the term ſhould be granted to W. D. himſelf, and the inheritance to W. D. his Son, the inheritance is conveyed to the Son, as followeth.*

THis Indenture, &c. between W. B. of, &c. R. R. and W. K. of, &c. of the one part, and W. D. and W. D. of, &c. witneſſeth, That for and in conſideration of the ſumme of, &c. to the ſaid W. B. by the ſaid W. D. the elder, before the enſealing hereof paid, as well for certain terms and intereſts by the ſaid W. B. to him the ſaid W. D. already made and granted of the parcels of Land herein after granted, as for the inheritance thereof, hereby intended to be granted and conveyed, the ſaid R. R. and W. K. at the requeſt of the ſaid W. B and by the appointment, and with the atturnment of the ſaid W. D. the elder, have, and either of them hath granted, bargained, ſold, aliened and confirmed, and by, &c. to the ſaid W. D. the Son and his heirs, all that Meſſuage, Tenement, &c. and all rents, reverſions, remainders and ſervices of the ſaid premiſes, and all their and either of their right, title, intereſt, challenge, claim and demand whatſoever, of, in and to the ſame premiſes, to have, hold and enjoy the ſaid, &c. unto the ſaid W. D. the Son, his heirs and aſſigns for ever, to his and their own uſe for evermore, to be holden of the chief Lord or Lords of the Fee or Fees of the premiſes, by the rent and

and ſervices therefore due, and of right acuſtomed: and it is concluded and agreed by and between the ſaid parties, that neither theſe preſents, nor any thing therein contained, ſhall extend to be conſtrued to extend to bind or charge the ſaid R. R. and W. K. or either of them, their or either of their heirs touching the premiſes, otherwiſe than againſt his and their own acts reſpectively. In witneſs whereof, &c.

*Note.*

That in reſpect of the Attornment of Tenant, the eſtate of inheritance paſſeth legally without livery.

B. M. *being ſeized of Lands*, (jure uxoris) *ſhe being a co-heir purchaſeth of* J. B. *(to whom the eſtates of the other co-heirs is come) all the Lands, the conveyance is by recovery concluded to be ſuffered by* J. B.

THis Indenture, &c. Between J. B. of, &c. Son and heir of *William Beaumont* late of, &c. deceaſed, and M. his Wife, one of the daughters and co-heirs of D. S. Gent. deceaſed, of the one part, and B. M. of, &c. *William* H. J. H. of, &c. and *Rich.* C. of, &c. of the other part, witneſſeth, That the ſaid *John Beaumont*, for and in conſideration of the ſum of 200 *l.* of, &c. to him by the ſaid B. M. before, &c. whereof, &c. hath agreed to grant, convey and aſſure to the ſaid B. M. his heirs and aſſignes for ever, all that toft, and eight acres of Land by eſtimation, be they more or leſs, called, &c. and alſo common paſture for ſix young Beaſts, and one Houſe with the appurtenances in *Wickware Heath*, all which premiſes are ſciature, &c. and now are in the tenure, holding, or occupation of the ſaid B. M.

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in the right of E. his wife, the daughter of R. W. deceaſed, for term of her life, and which ſaid premiſes late were the inheritance of the ſaid D. S. and by and after his death, deſcended and came to his three daughters, *viz.* the ſaid M. E. the Wife of R. C. and B. the wife of J. M. the parts and portions of which E. C. and B. he the ſaid W. B. purchaſed and dyed thereof ſeized. And alſo the ſaid J. B. for the conſideration aforeſaid, hath agreed to grant, convey and aſſure to the ſaid B. M. his heirs and aſſigns for ever, all other the meſſuages, lands, tenements and hereditaments of him the ſaid J. B. within the Pariſh of W. aforeſaid, and all rents, reverſions and ſervices of the premiſes, and every part thereof, as by ſuch ways and means as by him the ſaid B. M. or his Council learned in the Law, ſhall be in that behalf reaſonably deviſed and required: and this preſent Indenture further witneſſeth, That the ſaid J. B. doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, and grant to and with the ſaid B. M. his executors, and adminiſtrators and aſſigns by theſe preſents, that he the ſaid J. B. ſhall and will before the end of *Eaſter* Term now next enſuing, by Deed indented and enrolled in the High Court of Chancery, bargain and ſell to the ſaid W. H. and J. H. and their heirs, all the ſaid toft and premiſes, to have and to hold to the ſaid W. H. and J. H. and their heirs, during the natural life of the ſaid J. B. to the intent and purpoſe to make them tenants of the freehold of the premiſes, and that a Writ of entry *ſur deſſiſin en le poſt*, ſhall be brought and proſecuted by the ſame R. C. againſt the ſaid W. H. and J. H. whereby he ſhall demand the ſaid premiſes by ſome fit or apt names againſt them the ſaid W. H. and J. H. who ſhall appear in perſon, and vouch to warranty the ſaid J. B. who ſhall likewiſe appear in perſon,

perſon, and vouch over to warranty the common vochee, who ſhall likewiſe appear in perſon, and enter into the warranty, and afterwards make default, and depart in contempt of the Court, whereby ſeveral Judgements ſhall be had, (*viz.*) for the ſaid R. C. to recover the premiſes againſt the ſaid W. H. and I. H. and for them to recover in value againſt the ſaid J. B. and for the ſaid J. B. to recover over in value againſt the ſaid common vouchee, which ſaid recovery, ſo or in any other manner to be had and executed, and all fines, feoffments, and other aſſurances at any time hereafter to be had or executed of the premiſes, or any part thereof, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and expounded to be and enure, to and for the onely uſe and behoof of the ſaid B. M. and of his heirs and aſſigns for ever: and the ſaid J. P. for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid B. M. his heirs and aſſigns by theſe preſents, that he the ſaid J. B. at the time of the enſealing and delivery hereof is, and until the ſaid premiſes ſhall be fully and perfectly conveyed and aſſured to the ſaid B. M. his heirs and aſſigns for ever, according to the true intent and meaning of theſe preſents, ſhall be the true and lawful owner of the ſaid premiſes, and every part thereof, and of and in the ſame and every part thereof lawfully and rightfully ſeized of a good eſtate of inheritance in fee-ſimple, in his own right, and to the onely uſe of him and his heirs, by good, ſure, ſufficient and abſolute conveyance, aſſurance, and title in the Law indefeazible, and alſo, that he the ſaid J. B. at the time of the enſealing and delivery hereof, hath, and until the ſaid premiſes ſhall be aſſured as aforeſaid, ſhall have full power, good right, and lawful authority, to bargain, ſell,

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convey and assure the said premises, and every part thereof to the said B. M. his heirs and assigns for ever, according to the true intent and meaning of these premises, and also that the said premises, and every part thereof, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the said B. M. his heirs and assigns, clearly acquitted and discharged, or otherwise by him the said J. B. his heirs and assigns, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, morgages, joyntures, dowers, wills, covenants, statutes, recognizances, judgements, executions, extents, rents, charge-rents, seck, arrerages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed, omitted or suffered to be done by him the said J. B. or by the said W. B. or by any other person or persons whatsoever, (except the estate of the said E. M. for her life, and except the rent and services from henceforth to be due and payable to the Chief Lord or Lords of the Fee or Fees of the premises) and also the said J. B. for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said B. M. his heirs and assignes by these presents, that he the said B. M. his heirs or assigns shall or lawfully may, from time to time, and at all times hereafter for ever, peaceably and quietly have, hold, and enjoy the said premises and every part thereof, without any let, interruption, challenge, claim, disturbance or incumbrance of or by him the said J. B. or his heirs, and without any lawful let, interruption, challenge, claim, disturbance or incumbrance of, or by any other person or persons (except such as shall

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or may claim, by or under the right or title of the said E. M. or for the rents and services aforesaid:) And further that he the said I. B. and his heirs, and every other person or persons, lawfully claiming or to claim any manner of lawful estate, right, title or interest in or to the premises (except before excepted) shall and will from time to time, and at all times hereafter upon the reasonable request, and at the costs and charges in the Law of the said B. M. his heirs or assigns, make, do and execute all and every such further acts and things, for the further and better assuring of the said premises, and every part thereof to the said B. M. his heirs and assigns for ever, as by him the said B. M. his heirs or assigns, or by his or their Council, &c. so as for the doing thereof, &c. a bargain and sale of Deeds, &c. In witness, &c.

*Nota.*

B. M. demiseth the lands to A. and. B. *Habend.* forty years, (if the coverture between him and E. his wife so long continue) on trust, to suffer him to enjoy and make such grants as he shall appoint.

*Nota.*

B. M. surrendereth to J. B. the premises *Habend.* to him and his heirs, provided, if J. B. or his assignes pay not 200 *l.* before Midsummer next, &c. to be void, B. M. to enjoy the premises in the mean time.

P. H

P. H. *purchaseth Lands of* W. H. & Uxor *(other Lands he holds in the Right of* J. *his Wife, to whom the same were devised by* R. I. *her Brother in fee-simple) the Brother and Heir of the Devisor intendeth to settle other Lands which came to him by Descent, on the said* P. *and* J. *in tail. Now for the setling as well the Lands purchased of* H. *as all the rest, a Fine is levied by* W. H. & Uxor J. I. *(Heir to the Devisor)* & Uxor, *and the said* P. & Uxor, *and* T. P. *and* J. C. *The uses whereof are declared by the Deed following.*

THis Indenture Tripartite, &c. between W. H. of, &c. and M. his Wife, T. I. of, &c. Brother and Heir of R. I. late of, &c. deceased, who was Son and Heir of J. I. late of, &c. deceased, (begotten on the body of J. his Wife, Daughter of T. P. of, &c. deceased) and A. the Wife of the said T. I. of the first part, P. H. and J. his Wife of the second part, and T. P. and J. C. of, &c. of the third part, witnesseth, That whereas the said W. H. by his Deed indented, bearing date *April* 18. in the sixteenth year of, &c. for the consideration therein expressed, did grant, bargain, sell and convey to the said P. H. his heirs and assigns for ever, two several Messuages or Tenements, with the Garden and appurtenances thereunto belonging, scituate and being, &c. and then and yet in the several holding of, &c. and also three several holdings of, &c. and also three several Messuages or Tenements, with a Garden or out-ground on the back part thereof, and to the same three tenements, or some of them belonging or appertaining, scituate and being, &c. and then and yet in the several tenures or occupation

cupation of, &c. as in and by the ſame Deed indented more at large appeareth, and whereas alſo the ſaid R. I. being in his life-time lawfully ſeized in fee-tail, of and in all the meſſuages, lands, tenements and hereditaments hereafter mentioned, (that is to ſay) all that great meſſuage or tenement, wherein, &c. ſcituate and being, &c. and alſo two other Meſſuages or tenements, &c. and alſo three Gardens, &c. and in his life-time (*viz.*) in the Term of *Eaſter*, in the ſixteenth year of, &c. acknowledge and levy to the ſaid P. H. and T. P. one Fine, *ſur conuzance de droit come ces, &c.* which was ſued out with Proclamation, according to the form of the Statute in that caſe made and provided, before the then Juſtices of the Court of Common-Pleas at *Weſtminſter*, of all the ſaid meſſuage, lands, tenements and premiſes, by the names of nine Meſſuages, and four Gardens, with the appurtenances in, &c. as by the ſaid Fine remaining of Record in the ſaid Court more at large may appear. Which ſaid Fine was levyed to the intent and purpoſe, to make the ſaid R. I. Tenant of all the ſaid premiſes in fee-ſimple, as by indentures to that purpoſe made, bearing date *April* 20. in the ſaid ſixteenth year of, &c. made between the ſaid R. I. of the one part, and the ſaid T. P. and P. H. of the other part, more at large it doth and may appear: and whereas the ſaid R. I. after the levying of the ſaid Fine, (that is to ſay) *April* 25. in the ſeventeenth year, &c. by the laſt Will and Teſtament in writing, bearing date the day and year laſt mentioned, did give and deviſe in theſe words, *viz.* I give and bequeath all that Tenement, &c. unto *Joan H.* my Siſter, Wife of *Peter H.* and to her heirs and aſſigns for ever, and alſo in another place of the ſaid Will gave and deviſed in theſe words, (*viz.*) *Item*, I give to my Siſter J. H. and to her

heirs

heirs and assigns for ever, my house, lodge and orchard, with the appurtenances, lying and being, &c. as by the said Will and Testament may appear, and whereas the said *Richard Joanes* afterwards died, leaving all the residue of the said Messuages, lands, tenements and premises, to descend and come to the said T. I. as brother and heir of the said R. I. witnesseth now further this present Indenture, that for the consideration aforesaid, and for and in consideration of the summe of 40*l.* to him the said T. I. by the said P. H. before the ensealing and delivery hereof, well and truly satisfied and paid, whereof he acknowledgeth the receipt, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said P. H. his heirs, &c. and every of them for ever by these presents, and for setling the inheritance of all the said messuages, lands, tenements, hereditaments and premises, in such manner and form as hereafter in these presents is mentioned, limitted and declared, and for divers other good causes and considerations, all the said parties moving, it is covenanted, granted, concluded and agreed, by and between all the said parties to these presents, that they the said W. B. and M. his Wife, T. I. and A. his wife, P. H. and J. his wife, shall and will before the end of *Easter* Term next, acknowledge and levy to the said T. P. and J. C. and to the heirs of one of them one fine, *sur conuzance*, &c. to be sued out with Proclamations according to the form of the Statute in that case made and provided, before the Justices of the Court of Common Pleas at *Westminster*, of all the messuages, lands, tenements and premises before mentioned, by the names of thirteen messuages and seven gardens, with the appurtenances in, &c. which fine so or in any other manner to be acknowledged and

and levied, and all other fine or fines to be had, levied or acknowledged by or between the said Parties, or any of them, or any other person or persons of the said premisses, or any part thereof, shall be and enure, and shall be deemed, adjudged, construed, and expounded to be and enure, to and for the only uses, intents and purposes hereafter in these presents, limited, expressed and declared, (that is to say) as touching and concerning all the said messuages, tenements, gardens and premisses before mentioned, to be granted, bargained, sold or conveyed by the said *Jp. Ho.* in and by the said recited Deed indented, to the use and behoof of the said P. *Hobbs*, and of his heirs and assigns for ever, and as touching all other the messuages, lands, tenements, hereditaments and premises before mentioned, meant or intended to be comprized in the said fine thereby agreed to be levied, whereof no use is herein therefore expressed, and of every part and parcel thereof, with the appurtenances, to the use and behoof of the said *Peter H.* for term of his natural life, and from and after his decease, to the use and behoof of the said *Joan H.* for the term of her natural life, and from and after her decease, to the use and behoof of the first Son of the said *P. Hobbs*, on the body of the said *Joan* his wife begotten, and to be begotten, and of the heirs males of the body of such first Son lawfully to be begotten; and for default of such issue, to the use and behoof of the second Son of the said *Peter Hobbs* on the body of the said *Joan* his wife begotten and to be begotten, and of the heirs males of the body of such second Son lawfully to be begotten, and for default of such issue, to the use and behoof of all and every other Son and Sons of the said P. H. on the body of the said *Joan* his wife to be begotten, one after another, as they shall be in seniority of age, and priority of birth,

and of the heirs of the body of every of the ſame ſonnes reſpectively to be begotten, the elder of the ſaid ſons and the heirs of his body, being alwayes preferred before the younger, and the heirs of their bodies, and for default of ſuch heirs, to the uſe and behoof of all the daughters of the body of the ſaid P.H. on the body of the ſaid I. his wife begotten and to be begotten, and of the heirs of the body of the ſame daughters reſpectively, lawfully to be begotten, and for default of ſuch heirs, to the uſe and behoof of the ſaid P.H. and I. his wife, and of their heirs and aſſigns for ever: provided alwayes, and it is explained and declared to be the true intent and meaning of theſe preſents, and of all the parties to the ſame, that it ſhall be lawfull to and for the ſaid P. H. and I. his wife, at any time during the coverture between them by any writing or writings indented to be by them ſigned and ſealed in the preſence of three or more credible witneſſes, who ſhall thereunto ſubſcribe or indorſe their names or marks, teſtifying the ſame to alter, change, revoke, determine, diminiſh or inlarge all or any of the uſe or uſes herein before limited, touching or concerning the ſaid meſſuages, tenements and premiſſes, herein before limited, to the ſaid P. H. and I. his wife, or either of them for their lives, or any part or parcel thereof, and by the ſame writing or writings, or by any other writing or writings indented, ſo ſigned, ſealed, and teſtified as aforeſaid, to limit and appoint any other uſe or uſes of the ſame meſſuage or meſſuages, tenements and premiſſes laſt mentioned, or any part or parcel thereof, to the ſaid perſon or perſons, or to any other perſon or perſons, and of ſuch eſtate and eſtates as to them ſhall ſeem beſt, and in caſe any ſuch new limitation or appointment of uſes ſhall be made, that then the ſaid fine ſo to be levied, ſhall be and enure,

enure, and ſhall be deemed, adjudged, conſtrued and expounded to be and enure, as touching the ſaid meſſuages, tenements, lands and premiſes laſt mentioned, and every part thereof, to and for ſuch new uſe and uſes, as in and by ſuch writing or writings, ſo to be ſignified, ſealed and teſtified as aforeſaid, ſhall be expreſſed, limited and declared, any thing, &c. And the ſaid *Thomas Joanes* for himſelf, his heirs, executors, and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid P. *Hobbs*, and *Joan* his wife, and either of them, their and either of their heirs, &c. by theſe preſents, that all the ſaid meſſuages, tenements and premiſſes, and every part and parcel thereof, with the appurtenances now are and be, and ſo from time to time, and at all times hereafter for ever, ſhall or may be, remain and continue to the ſeveral and reſpective uſes before herein mentioned, limited and declared, according to the true intent and meaning hereof, clearly freed and diſcharged of and from all former and other bargains, ſales, gifts, grants, leaſes, morgages, charges, troubles and incumbrances whatſoever had, made, committed or done by him the ſaid *Tho. Joanes*, or any other perſon or perſons, lawfully claiming or to claim, by, from or under him, In witneſs, &c.

*A marriage is intended between* Tho. Geo. *Eſquire, and* Ph. B. *ſingle woman*, Ph. *(in regard the joynture agreed on cannot preſently be aſſured) with conſent of* Tho. *makes over all her land, &c. jewels, moneys, &c. to* Eliz. *her ſiſter in truſt, &c.*

THis Indenture Tripartite, &c. between *T. Geo.* Eſquire, Sonne and heir of Sir *Tho. G.* of, &c Knight, of the firſt part, *Ph. E.* ſingle woman, and

daughter of, &c. of the second part, and *Eliz.* B. sister of the said *Ph.* B. of the third part, witnesseth, That whereas there is a Marriage agreed upon, and shortly (by Gods grace) to be had and solemnized, between the said T. G. and the said *Ph.* B. and whereas the said P. B. is, and standeth possessed and interessed in certain leases, moneys, jewels, debts, goods and chattels; and whereas also the said T. G. by reason of the present distractions of the times, is not able presently to assure unto the said P. B. such joynture as is agreed on to be assured to her, witnesseth now further this present Indenture, that it is covenanted, granted, condescended unto and agreed upon, by and between all the said partles to these presents, in manner and form following (that is to say) the said P. B. by and with the consent and good will of the said T. G. Party to these presents testified by being party, and putting his hand and seal to one or more parts of this Indenture, hath granted, aliened assigned and set over, and by, &c. unto the said *Eliz.* B. all such mannors, messuages, lands, tenements, rents, services and hereditaments whatsoever situate, lying and being in, &c. or elsewhere in *England*, whereof or wherein she the said *Phil.* is or standeth possessed or interessed, and all her estate, right, title, interest, claim and demand whatsoever, in and to the same mannors, messuages, lands, tenements and premisses and every or any part thereof, together with all Leases, Deeds and Writings, touching the same premisses and every part thereof. To have and to hold the said Mannors, Messuages, Lands, Tenements and premisses, and every part and parcel thereof, with the appurtenances to the said *Eliz.* B. her Executors, administrators and assigns, from henceforth, for and during all the respective time and times, term and terms, as she the said P. B. hath, or ought to

have

have thereunto to come and unexpired, and also the said *Ph. B.* by and with the like consent and agreement of the said T. G. party to these presents, testified as aforesaid, hath granted and delivered, and by, &c. to the said *Eliz. B.* all her jewels, moneys, bonds, specialties, debts, and other goods and chattels whatsoever, before hereby mentioned, meant or intended to be granted and delivered, and every part and parcel thereof with the appurtenances to the said *Eliz. B.* her Executors, Administrators and Assigns, to the uses, intents or purposes hereafter in these presents mentioned and declared: and it is expressed and declared to be the true intent and meaning of all the said parties to these presents, that the several grants herein before made to the said *Eliz. B.* are so to her made upon trust and confidence in her reposed, as well by the said T. G. Party to these presents, as the said P. B. that in case the said marriage take effect, and that the said T. G. shall, during the coverture between him and the said *Ph.* cause to be assured by good and sufficient ways and means in the Law to the said *Ph.* for her life, and after her death to the heirs of her body by the said T. party, &c. to be begotten, the mannors, messuages, lands, tenements and hereditaments, situate, lying and being in the Counties of *Wilts* and *Gloucester*, or either of them, of the clear yearly value of 250 pounds of, &c. over and above all rents, charges, deductions and reprizes, or that after such Marriage solemnized, if the said *Ph.* shall happen to depart this transitory life before the said T. G. and before such assurance made as aforesaid, which shall first happen, she the said *Eliz. B.* her executors, administrators and assigns, shall and will upon the reasonable request, and at the costs and charges in all things of the said T. G. his Executors, &c. not only grant, assign and set over to the said

T. G. party, &c. his executors, &c. all the ſaid mannors, meſſuages, lands, tenements, hereditaments and premiſſes before hereby granted or aſſigned by the ſaid *Ph. B.* to the ſaid *Eliz. B.* as aforeſaid, for all ſuch time and times, term and terms reſpectively, as ſhall be then therein to come and unexpired, diſcharged of all other grants and incumbrances made or done by the ſaid *Elizabeth*, except ſuch as ſhe ſhall make or do by conſent of the ſaid T. G. his Executors, &c. but alſo grant and re-deliver to the ſaid T. G. his Executors or Aſſigns, all ſuch moneys, jewels, bonds, ſpecialties, debts, and other goods and chattels whatſoever, as in the mean time ſhall come to the hands of the ſaid *Eliz.* her Executors, &c. by force of theſe preſents, and which ſhall remain or be in her or their hands, cuſtody, or poſſeſſion, by the true meaning hereof, and alſo, that in ſuch caſe, ſhe the ſaid *Elizabeth*, her executors, &c. ſhall from time to time, in the mean time after ſolemnization of the ſaid Marriage, pay and deliver to the ſaid T. G. all ſuch rents, iſſues and profits of the ſaid mannors, lands, tenements, moneys and debts, as ſhall come to her or their hands or cuſtody, and alſo upon further truſt and confidence in the ſaid *Elizabeth* B. repoſed, that in caſe the ſaid Marriage take effect, and the ſaid T. G. happen to depart this tranſitory life before the ſaid P. B. and before he ſhall have aſſured or cauſed to be aſſured to the ſaid P. B. any mannor, meſſuages, lands, tenements or hereditaments of the value aforeſaid, and in form aforeſaid; that then in ſuch caſe ſhe the ſaid *Elizab.* B. her executors, &c. ſhall and will not only re-grant, re aſſign and ſet over to the ſaid *Ph.* B. all the ſaid mannors, meſſuages, lands, tenements and premiſſes before hereby granted or aſſigned by the ſaid *Ph.* B. as aforeſaid, for all ſuch time and times, term and

terms

terms reſpectively, as ſhall be then therein to come and unexpired, diſcharged of all other grants and incumbrances made or done by the ſaid *Elizabeth B.* her executors, &c. except ſuch as ſhe ſhall make or do by the conſent of the ſaid P. H. but alſo re grant and re-deliver to the ſaid *Phil.* her executors or aſſigns, all ſuch moneys, jewels, bonds, ſpecialties, debts, and other goods and chattels whatſoever, as in the mean time ſhall come to the hands or cuſtody of the ſaid *Eliz.* her executors or aſſigns by force of theſe preſents, and which ſhall remain or be in her or their hands, cuſtody or poſſeſſion, by the true meaning of theſe preſents, and the ſaid T. G. for himſelf, his executors, &c. doth covenant, promiſe, grant and agree, to and with the ſaid *Eliz. B.* her executors, &c. by theſe preſents, that neither he the ſaid T. G. nor his heirs, &c. nor any other perſon or perſons, claiming or to claim by or under him, or deriving any authority by or under him, them or any of them, ſhall at any time hereafter enter into, receive, take or intermeddle with the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, Jewels, Moneys, Bonds, Specialties, debts, or other things before hereby mentioned, meant or intended to be granted, aſſigned or delivered by the ſaid *Phil.* B. to the ſaid *Eliz.* B. as aforeſaid, or any part or parcel thereof, or any rents, iſſues or profits thereof, or of any part thereof, other than according to the true intent and meaning of theſe preſents, provided alwayes, and it is declared to be the true intent and meaning of theſe preſents, and all the parties to the ſame, that in caſe the ſaid Marriage ſhall not be ſolemnized on or before the, &c. next enſuing the date hereof, that then and from thenceforth, theſe preſents, and every grant, matter and thing herein contained, ſhall ceaſe, determine, and be utterly fruſtrate

and void to all intents and purpoſes; and that the ſaid P. B. her executors, &c. ſhall from thenceforth have and enjoy again, to her and their own uſe and right, all, &c. any thing, &c. In witneſs whereof to one part of this Tripartite Indenture, remaining with the ſaid *Eliz. B.* the ſaid T. G. and P. B. have put their hands and ſeals; to one other part remaining with the ſaid P. B. the ſaid T. G. and *Eliz. B.* have, &c. to the other part remaining with the ſaid T. G. the ſaid P. B. and E. B have, &c.

*A. and B. his Wife being poſſeſſed of a certain Mannor and Lands, Covenants with C. D. to levy a fine thereof to certain uſes, with a Covenant, that himſelf and his Wife together, ſhall have power to let Leaſes for lives or years.*

THis Indenture, &c. Between A. and B. his Wife, of the one part, and C., &c. and D. of, &c. of the other part, witneſſeth, That for the ſetling of the Inheritance of the Mannors, Lands, Tenements and Hereditaments, hereafter in theſe preſents mentioned, to ſuch uſe and uſes, and in ſuch manner and form as is hereafter in theſe preſents limited, expreſſed and declared, and for the enabling of the ſaid A. and B. his Wife, to make and grant Leaſes and eſtates, of and in the ſaid Mannor, Lands and premiſſes, in ſuch manner and form, and according to the power and authority, to them hereafter in theſe preſents mentioned, reſerved and raiſed, and for other good cauſes and conſiderations, them the ſaid A. and B. his Wife thereunto eſpecially moving, it is agreed between the ſaid parties, and they the ſaid A. and B. his Wife do covenant, grant and agree, to and with the ſaid C. and D. and either of them, their executors and adminiſtrators by theſe preſents, that they the ſaid A.

A. and B. his Wife, shall and will before the end of *Michaelmas* term next ensuing the date hereof, acknowledge and levy to the said C. and D. and to the heirs of the said C. one fine *sur connuzance de droit*, &c. to be sued out with proclamations, according to the form of the Statute in that case made and provided, of all that the mannor, capital messuage, farm, baron and demeasn lands of, &c. with all and singular the rights, members and appurtenances thereof, thereunto or to any of them belonging, or reputed, or used, as thereunto or to any of them belonging, and of all other the messuages, lands, tenements, rents, services, and hereditaments whatsoever, wherein T. I. Gent. deceased, had any estate of inheritance in possession, reversion or remainder, situate, lying and being, or to be had or taken, in or near the Towns, Parishes, Fields and Hamlets, &c. with the appurtenances, and of twelve messuages, two cottages, one watermil, twelve gardens, three hundred acres of land, two hundred acres of pasture, forty acres of wood; with the appurtenances, in, &c. or by such other fit name or names, quantities and qualities of acres as shall be thought fit, which said fine so or in any other manner to be had and levied, shall be deemed, adjudged, construed and expounded, to be to and for the only uses, intents and purposes, hereafter in these presents limited, expressed and declared, and to & for none other use, intent or purpose whatsoever, that is to say, to the use and behoof of the said A. for and during the term of his natural life, and from and after his death to the use and behoof of the said B. for and during the term of her natural life, and from and after the decease of the said A. and B. his Wife, to the use and behoof of the heirs of the body of the said A. on the body of the said B. begotten, and to be begotten; and for default of such heirs, to the use and behoof of

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the right heirs of the ſaid *A.* for ever: and it is promiſed, covenanted, concluded, agreed and declared by and between all and every the ſaid parties to theſe preſents, that it ſhall and may be lawfull to and for the ſaid A. from time to time, and at all or any time or times, during his natural life, by an Indenture or Indentures to make any demiſe or demiſes, grant or grants of the ſaid premiſſes, or of any part or parts thereof, alone or amongſt other things, as well in poſſeſſion for the term of twenty one years or under, or for one, two or three life or lives, or for any term or number of years determinable, on one, two or three lives, at, for and under ſuch rents, covenants and conditions, as to him the ſaid *A.* ſhall ſeem meet, ſo as the the ſaid B. ſhall be made a party to every ſuch Indenture, whereby any ſuch demiſe or grant ſhall be made, during the life of the ſaid B. and that the ſaid B. ſhall ſeal and deliver every ſuch Indenture, and that at all times from and after the making of any ſuch demiſe or demiſes, grant or grants, the ſaid fine to be levied as aforeſaid, and the Conuzes of the ſame fine and their heirs, and the heirs of the ſurvivor of them, ſhall ſtand and be ſeized of and in ſuch part and parts as ſhall be ſo demiſed or granted, to the uſe and behoof of every ſuch leſſee or leſſees, grantee or grantees, to whom any ſuch demiſe or demiſes, grant or grants ſhall be ſo made, and according to the true intent and meaning of every the ſame ſeveral and reſpective demiſe or demiſes, grant or grants, ſo as the ſame leſſee or leſſees, grantee or grantees, their executors and aſſigns, ſhall pay the rents, and perform their covenants and conditions in ſuch Indentures of demiſes or grants, to be ſpecified and contained, according to the true intent and meaning of the ſame Indenture. In witneſs, &c.

R. C

R. C. *being poſſeſſed of a Meſſuage, &c. in fee-ſimple, granteth the ſame to* I. P. C. P. *and* G. C. Habend. *to them and their heirs, to certain uſes,* viz. *the uſe of himſelf for life, yet ſo as to pay* 20 l. *per annum, and meat, drink, &c. to his eldeſt Son, his Wife, &c. and after his deceaſe to ſeveral other uſes and profits.*

THis Indenture, &c. Between R. C. of, &c. of the one part, and I. P. C. P. and G. C. of the other part, witneſſeth, That the ſaid R. C. for divers conſiderations him thereunto moving, and eſpecially for the preferment of A. his eldeſt Son, and next heir, and for the Joynture of *Alice*, the now Wife of the ſaid *A.* and for the preferment of the iſſue between the ſaid *A.* and *Alice*, lawfully begotten and to be begotten, hath given, granted, enfeoffed and confirmed, and by, &c. unto the ſaid I. P. C. P. and G. C. and their heirs, all that manſion-houſe, or meſſuage, with the appurtenances, wherein the ſaid R. C. now dwelleth, ſet, lying and being, &c. and all the Orchards, Gardens, Lands, Tenements, Paſtures, Meadows, Woods, Commons, Profits, Commodities and Advantages whatſoever, to the ſaid Meſſuage and premiſſes belonging, or in any wiſe appertaining, or being accepted, reputed or uſed, as part, parcel or member thereof, and the reverſion and reverſions, remainder and remainders, rents and ſervices of all and ſingular the aforeſaid premiſſes, and every part and parcel thereof; to have and to hold the ſaid meſſuage or tenement, lands, meadows, leaſoes, feedings, paſtures, rents, reverſions, ſervices, and hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances, unto the ſaid I. P. C. P. and G. C. their heirs and aſſigns for ever

ver, to this end, meaning, intent, conſtruction and purpoſes, that they, &c. and their heirs, and the heirs of the ſurvivors or ſurvivors of them, ſhall from henceforth ſtand and be ſeized of the ſaid Meſſuage and all and ſingular other the above mentioned premiſſes, and of every part and parcel thereof, to the uſes, intents and purpoſes hereafter in theſe premiſſes limited and declared, and to none other uſe, intent or purpoſe whatſoever, (that is to ſay) to the uſe and behoof of the ſaid R. C. for and during his natural life, ſo as and upon condition that he the ſaid R. C. ſhall from time to time during his natural life, pay or cauſe to be paid unto the ſaid *A.* and *Alice* his Wife, and the longeſt liver of them, the ſum of 20 l. by the year, at the two moſt uſual Feaſts in the year, that is to ſay, the Feaſt of, &c. by even portions to be paid, during the ſaid term, or within fourteen days next after every of the ſaid Feaſt-days, and the firſt payment to be had and made upon the Feaſt-day of, &c. and the ſame payments to be yearly had and made in manner and form aforeſaid, at or within the now dwelling-houſe of the ſaid A. ſituate, &c. and alſo upon condition that he the ſaid R. C. ſhall from time to time during his natural life, find, give and provide unto the ſaid A. and the ſaid *Alice* his Wife, and to all ſuch children, as ſhall between them begotten, competent, ſufficient and convenient meat, drink, houſe-room, and lodging within his ſaid manſion-houſe, and after the deceaſe of the ſaid R. C. the ſaid parties above-mentioned, and the heirs of the longeſt liver of them ſhall ſtand and be ſeized of all and ſingular the ſaid premiſſes, with their and every of their appurtenances, to the uſe and behoof of the ſaid A. and of the ſaid *Alice* his Wife, and of the heirs of their two bodies, between them lawfully begotten, and to be begotten, and for default of ſuch iſſue, to the uſe and behoof of R. C. one other of the

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ſons of the ſaid R. C. and of the heirs males of his body lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of W. C. one other of the ſons of the ſaid R. C. and the heirs males of his body, lawfully to be begotten, and for default of ſuch iſſue, to the uſe of the ſaid R. C. of his heirs and aſſigns for ever.

R. C. covenanteth, that he is lawfully ſeized, hath power to grant, that the premiſſes ſhall remain free from incumbrances, *pro ut* uſual.

*A ſettlement by fine and recovery of ſeveral Manners, Lordſhips, &c. for the raiſing of moneys for payment of debts and childrens portions, as alſo for entailing thereof under ſeveral proviſoes and legacies.*

THis Indenture tripartite, &c. between the Right Honourable *Edward* Lord *Herbert* and *Richard Herbert* Eſq; ſon and heir apparent of Dame *Mary* late wife of the ſaid *Edward* Lord *Herbert*, and ſole daughter of Sir *William Herbert* of St. *Julians* in the County of *Monmouth*, Knight, deceaſed, of the firſt part, the right honourable *John* Earl of *Bridgewater*, and *Edward Herbert* of the Inner Temple, *London*, Eſq; of the ſecond part, and *Moſes Loyd* of, &c. and *Henry Githins* of, &c. of the third part, witneſſeth, that whereas the ſaid *Edward* Lord *Herbert*, or ſome in truſt for him, is or are ſeized in his or their demeaſn, as of fee, of ſome part of the Lands, tenements and hereditaments hereafter mentioned, and is alſo ſeized for term of his life, as tenant by the courteſie of *England* of the Manors, meſſuages, lands, tenements and hereditaments hereafter ſpecified, the reverſion thereof in fee

fee-ſimple, being deſcended by and after the deceaſe of the ſaid *Mary* unto the ſaid *Richard Herbert*: now to the end, that the Mannors, Lordſhips, meſſuages, lands, tenements and other hereditaments hereafter mentioned and expreſſed, may be eſtabliſhed, veſted and ſetled unto the ſaid *Edward* Lord *Herbert*, during his natural life, and after his deceaſe upon the ſaid *Richard Herbert*, and upon his name, ſtock and poſterity, and to ſuch other uſes, intents and purpoſes as are hereby appointed, it is covenanted, promiſed, granted, condeſcended, concluded and agreed, by and between the ſaid parties to theſe preſents: and the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, do for themſelves, their heirs, executors, adminiſtrators and aſſigns, covenant, promiſe, and grant, condeſcend and agree, to and with the ſaid *John* Earl of *Bridgwater*, and *Edward Herbert*, their heirs, executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, that they the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, ſhall and will on this ſide, and before the end of *Michaelmas* term next enſuing, and coming after the date of theſe preſents, in due form of Law, and at the equal coſts and charges in the Law of the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, levy and acknowledge unto the ſaid *Moſes Loyd*, and *Humphry Githins*, and the heirs of the ſaid *Moſes*, one or more fine or fines ſur *connuzance de droit come ceo*, *&c.* with proclamations thereupon to be had and made, according to the form of the ſtatutes in that behalf made and provided, of all that capital meſſuage or mannor-houſe of *St. Julians*, with the rights, members and appurtenances thereof, and of all and ſingular the mannors, Lordſhips, meſſuages, lands, tenements and hereditaments whatſoever, of them the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, or either of them

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whereof they the ſaid E. Lord R. and H. or either of them are or do ſtand ſeized of any eſtate or inheritance, within the Kingdome of *Ireland*, by ſuch name or names, quantities, qualities, contents and numbers of acres of things, in ſuch manner and form as by the ſaid E. L. H. and R H. or either of them ſhall be reaſonably deviſed, or adviſed and required, in and by which fine or fines ſo as aforeſaid, or in any other ſort to be levied and acknowledged, the ſaid E. L. H. and R. H. ſhall acknowledge the ſaid Mannors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances, to be comprized in every ſuch fine, to be the right of the ſaid M. L. as thoſe which the ſad M. L. and G. H. have, of the gift of the ſaid E. L. H. and R. H. the which ſaid fine or fines ſo as aforeſaid, or in any other ſort to be levied and acknowledged, ſhall be and enure, and ſhall be deemed, adjudged, eſteemed, reputed, and taken to be and enure, to the uſe and behoof of the ſaid M. L. L. and H. G. and their heirs, to the intent and purpoſe that they the ſaid M. L. L. and H. G. may become perfect tenants of the freehold of the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments and premiſſes, with their appurtenances, whereby one or more perfect common recovery or recoveries, ſhall or may thereof be had and ſuffered, in manner and form hereafter following, for which intent and purpoſe, it is hereby further covenanted and agreed, by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid I. E. of B. and E. H. to bring, purſue and proſecute againſt them the ſaid M. L. L. and H. G. one or more Writs of every *ſur diſſeiſin en* [illegible], of and for the ſaid Mannors, Lordſhips, Meſſuages,

ſuages, lands, tenements, rents, hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances, by ſuch name or names, quantities, qualities, contents and numbers of acres and things, in ſuch ſort, manner and form, as by the ſaid E. L. H. and R. H. or their or either of their Council learned in the Law, ſhall be reaſonably deviſed, adviſed and required; the which ſaid writ or writs of entry *ſur diſſeiſin en le poſt*; ſo as aforeſaid, or in any other ſort to be had or brought, ſhall be returnable in ſuch Courts, and before ſuch Judges or Juſtices, as the ſaid E. L. H. and R. H. or the ſurvivor of them, his or their Counſel learned in the Law ſhall adviſe or think fit, before the end of *Michaelmas* term next enſuing after the date of theſe preſents, and the ſaid *M.* K. K. and H. G. ſhall thereunto appear *gratis*, and vouch over to warranty the common vouchee, who ſhall alſo appear, and after imparlance had, ſhall make default and depart in contempt of the ſaid Court, whereby one or more perfect common recovery or recoveries, ſhall or may be had or ſuffered againſt them the ſaid M. L. L. and H. G. of and for the ſaid Mannors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments and premiſſes, with their appurtenances, according to the uſual courſe of common recoveries in ſuch caſes uſed and accuſtomed, for aſſuring of Lands and Tenements, the which ſaid common recovery or recoveries, ſo as aforeſaid, or in any other manner to be had and ſuffered, and all other common recoveries, fines, feoffments, conveyances and aſſurances in the Law whatſoever, ſince the death of the ſaid Lady *Mary Herbert*, wife to the ſaid *Edward* Lord *Herbert*, had, made, levyed, ſuffered, acknowledged or executed, or at any time hereafter to be made, levied, ſuffered, acknowledged or executed, by or between the ſaid Parties to theſe preſents, or any of them, or whereunto

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they, or any of them shall be parties, of or concerning the said Mannors, Messuages, Lands, Tenements, Hereditaments or Premisses. or any of them, or any part or parcel of them, or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure, to the uses, behoofs, intents and purposes, and with, upon and under such provisoes, conditions, powers and limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed (that is to say) as for and concerning all and singular the said Messuages, Farms, Lands, Tenements and Hereditaments in *Tinterne* in the said County of *Monmouth*, &c. to the use and behoof of the said *Richard Herbert*, his heirs and assigns for ever, and as for and concerning all and every other the Mannors, Messuages, Lands, Tenements, Meadows, Leasowes, pastures, Feedings, Commons, Woods, Under-woods, Rents, Services, and Hereditaments whatsoever, to them the said *Ed. L. H.* and *R. H.* or either of them, with their and every of their appurtenances in the said County of *Monmouth*, to the use and behoof of the said *Richard Herbert*, for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do or commit waste, and after the decease of him the said *R. H.* to the use and behoof of the said *E. L. H.* for and during the term of his natural life, and after the decease of the said *E. L. H.* to the use and behoof of *Edward Herbert*, eldest Son of the said *Richard Herbert*, and of the heirs males of his body, lawfully to be begotten, and for default of such issue, to the use and behoof of *John Herbert*, second Son of the said *Richard*, and of the heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of *Richard Herbert*, third Son of the said *R. H.* party

to theſe preſents, and of the heirs males of the body of *Richard Herbert*, Son of the ſaid R. H. party to theſe preſents, lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the fourth Son of the body of the ſaid *Richard Herbert*, party to theſe preſents, on the body of the Lady *Mary Herbert* his wife, daughter of the ſaid *Jo. E.* of B. begotten, or to be begotten, and of the heirs males of the body of ſuch fourth Son lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the fifth Son of the body of the ſaid *Richard Herbert*, party to theſe preſents, on the body of the ſaid Lady *Mary Herbert* his wife begotten, or to be begotten, and of the heirs males of the body of ſuch fifth Son lawfully to be begotten, and ſo the ſixth, ſeventh, eighth, ninth and tenth, and for default of ſuch iſſue, to the uſe and behoof of all and every other Son and Sons of the body of the ſaid *Richard Herbert*, party to theſe preſents, to be begotten ſucceſſively one after another, as they and every of them ſhall be in ſeniority of age, and priority of birth, the eldeſt of the ſaid Sons, and the heirs males of his body, being ever preferred before the younger of the ſaid Sons, and the heirs males of his body, and for default of ſuch iſſue, to the uſe and behoof of *Edward Herbert*, ſecond Sonne of the ſaid E. Lord H. and of the heirs males of his body lawfully begotten, or to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the heirs males of the body of *Richard Herbert* Eſquire, deceaſed, Father of the ſaid *Edward* Lord *Herbert* lawfully begotten, and for default of ſuch iſſue, to the uſe and behoof of the heirs males of the body of *Edward Herbert*, Grandfather to the ſaid *Edward* Lord *Herbert*, and for default of ſuch iſſue, to the uſe and behoof of the right heirs of him the ſaid *Richard Herbert*, Son of the ſaid

*Edward*

*Edward* Lord *Herbert* for ever. And as for and concerning the Mannors, Lordſhips, Meſſuages, Mills, Lands, Tenements, Orchards, Gardens, Tofts, Crofts, Meadows, Leaſows, Paſtures, Feedings, Woods, Under-Woods, Rents and Hereditaments whatſoever of the ſaid *Edward* Lord *Herbert*, and *Richard Herbert* his Son, or either of them, with their and every of their appurtenances, in the ſaid County of *Angleſey*, to the uſe and behoof of the ſaid *Jo.* Earl of *Bridgewater*, and *Edward Herbert*, party to theſe preſents, and of their heirs and aſſigns for ever; upon truſt and confidence nevertheleſs, and to the end, intent and purpoſe, that they the ſaid *John* Earl of *Bridgewater*, and *Edward Herbert*, party to theſe preſents, and the ſurvivor of them and his heirs, ſhall and will at his and their free will and pleaſure, ſell, convey and aſſure the ſaid Mannors, Lands and Premiſſes in the ſaid County of *Angleſey*, and every part thereof, for the beſt benefit, profit and advantage, which ſhall or may be (*bona fide*) had or gotten for the ſame, and that the money to be raiſed by every or any ſuch ſale, and as every ſuch ſale ſhall be made, ſhall be forthwith paid and diſpoſed of as followeth, that is to ſay, out of the money that ſhall be raiſed by ſale of ſuch of the premiſſes in the ſaid County of *Angleſey*, as were the Lands of Dame *Herbert*, late of, &c. there ſhall be forthwith, and in the firſt place ſo much money paid to the ſaid [illegible]*rd* Lord *Herbert*, his executors or adminiſtrators, as according to the true yearly value of thoſe Lands, ſhall come to five years and an half purchaſe, and the reſidue of the monies that ſhall be raiſed by the ſale of the ſame Lands, which were the Lands of Dame *Herbert* late of, &c. ſhall be diſpoſed of for and towards the payment and of the debts of the ſaid *Richard Herbert*, party to theſe preſents, and ſuch of money mentioned in the Schedule hereto

annexed, as the said *Jo.* Earl of *B.* and *Richard* H. party to these presents; or the survivors of them, shall think fit, and of the money that shall be raised by the sale of the residue of the said Mannors, Lands and premisses in the said County of *Anglesey*, there shall be forthwith and in the first place, so much paid to the said *Ed.* Lord *Her.* his executors or administrators, as according to the yearly value of the same Mannors, &c. shall come to 16 years purchase; and if those Mannors & lands shall be sold for more than 16 years purchase, then the one moity of such surplusage (if any shall be) shall be forthwith, and in the first place paid to the said *Ed.* L. *H.* his executors or administrators, and the other moity thereof shall be disposed of, for and towards the payment of such of the debts of the said *Richard Herbert*, party to these presents, and sums of money mentioned in the said Schedule, as the said *John* Earl of *B.* and *Edward Herbert*, party to these presents, or the survivor of them shall think fit; and the over-plus thereof (if any shall be) shall be paid to the said *Richard Herbert*, or to such other person or persons, as he the said *Richard Herbert*, party to these presents, by any writing under his hand and seal, shall direct, nominate, appoint, to be disposed of in the buying of Land, to be estated in the same manner, as the lands in the said C. of *Carnarvan*, are by these presents limited: and for want of such direction, nomination or appointment, the executors or administrators of the said *Richard Herbert*, party to these presents, the further trust, intent and meaning of these presents, and the parties hereunto being that the said *Edward* Lord *Herbert*, his executors, administrators or assigns, shall or may have, receive and take, to his and their own proper use, all and singular the rents, issues, revenues and profits of the said Mannors, Lands and Premisses hereby limited and in-

intended to be ſold, until ſale be thereof made, as followeth. Provided alwayes, and it is hereby declared and agreed, by and between all and every the ſaid parties to theſe preſents, and the true intent and meaning of them, and of theſe preſents, is, That it ſhall and may be lawfull to and for the ſaid *Edw.* L. *Herbert* (paying to Sir *Richard Eaton* of *Newport* in the County of *Salop* Knight, his executors and adminiſtrators, to be diſpoſed according to the truſt hereafter mentioned, the ſum of 1000 l. of good and lawful money, or ſuch leſs ſum of money, as the ſaid *Fr.* Earl of *Bridgewater*, and *Edward Herbert*, party to theſe preſents, or the Survivor of them, ſhall think fit, and appoint) at any time or times, during the term of his natural life, by Indenture, or by any deed or deeds, Writing or Writings to be by him the ſaid *Edw.* Lord *Herbert*, ſealed and ſubſcribed in the preſence of two or more credible Witneſſes, to declare, limit and appoint all or any the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes, with their appurtenances, in the ſaid County of *Monmouth* (the ſaid Capital Meſſuage called by the name of St. *Julians*, and the Lands late in the tenure or occupation of *John Morgan* Eſquire, and the Lands and Tenements whereof the uſe is herein before limited to the ſaid *Richard Herbert*, party to theſe preſents, or the Survivor of them, in poſſeſſion alwayes excepted and reſerved) to and for the Joynture of any Wife or wives, which he the ſaid *Edward* Lord *Herbert* ſhall hereafter happen to marry, for and during the natural life and lives of ſuch wife and wives, or for any number or term of years determinable upon her or their life or lives, the ſame to take eff. & after the death of the ſaid *Edward* Lord *Herbert*; and that then and ſo often, and from thenceforth, the ſaid Recovery or Recoveries ſhall be and enure, and the Re-

coverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said Manors, Messuages, Lands, Tenements and Hereditaments in the said County of *Monmouth*, with their rights, members and appurtenances, or of or in so much or such part thereof, of, for and concerning the which such Indenture, Deed or writing shall be made by the said *Edward* Lord *Herbert*, as aforesaid, for the Joynture of any such Wife or Wives, or number of years determinable, upon her or their life or lives, as aforesaid, according to the true intent and meaning of the same Indenture, Deeds and Writings, and of these presents. And it is hereby declared and agreed by and between the said parties hereunto, that the said sum of 1000 l. herein before mentioned, or such less sum as aforesaid, to be paid by the said *Edward* Lord *Herbert*, to the said *Richard Eaton*, as aforesaid, shall go and be employed upon the trust herein after following (*viz.*) in case the debts and summes of money mentioned in the Schedule hereunto annexed, be not then paid, then the same, or so much thereof as shall be sufficient to pay and satisfie such of the said debts or summes of money mentioned in the said Schedule hereunto annexed, as the said *Jo.* Earl of *Bridgewater*, and *Edward Herbert*, party to these presents, or the survivor of them and his heirs shall think fit, shall be disbursed and employed to that purpose, and after the said debts and summes of money, or such of them as the said *Jo.* Earl of *Bridgewater*, and *Edward Herbert* shall think fit, shall be paid or satisfied, then the surplusage (if any be) of the said One thousand pounds, or such less sum, as aforesaid, shall be disposed and employed, for the purchasing and buying of lands, tenements and hereditaments to be settled on the said *Edward Herbert*, party to these presents, for and during the term of his natural life,

and

and after his deceaſe to the uſe and behoof of ſuch perſon and perſons, and in ſuch manner and form as the ſaid Lands, Tenements and Hereditaments in the County of *Monmouth* herein before limited, to the ſaid *Richard Herbert*, party to theſe preſents, for his life, with remainders over, are limited, eſtated and ſetled: Provided alwayes, and it is covenanted, granted, condeſcended, concluded and agreed by and between all the ſaid parties to theſe preſents, and the true intent and meaning of them, and every of them, and of theſe preſents is, that if the ſaid *Richard Herbert*, party to theſe preſents, or ſome other perſon or perſons, to whom any eſtate is hereby limited or intended to be limited, of and in the ſaid Mannors, Lands, Tenements and Hereditaments within the Kingdom of *Ireland*, or any of them, their or ſome of their heirs or aſſigns, or ſome of them, ſhall not within two years next after the deceaſe of the ſaid *Edward* Lord *Herbert*, well aud truly pay, or cauſe to be paid of the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert* (if he the ſaid *Edward Herbert*, Son to the ſaid *Edward* Lord *Herbert*, ſhall ſo long live) the ſumme of 2000 l. of, &c. that then and immediately after ſuch default of payment, all and every uſe and uſes herein before limited and declared as for and concerning all and every the Mannors, Lands, Tenements and Hereditaments, within the Kingdom of *Ireland*, ſhall ceaſe and be void, and then alſo and from henceforth the ſaid recovery and recoveries, ſo as aforeſaid, or in any other ſort to be had and ſuffered, and the Recoverer and Recoverers therein named, his and their heirs ſhall ſtand and be ſeized of and in all and ſingular the Mannors, Lands, Tenements and Hereditaments, with their appurtenances, within the ſaid Kingdom of *Ireland*, to the uſe and behoof of the ſaid *Edward Herbert*, Son of the ſaid

*Edward* Lord *Herbert*, his heirs and assigns, until he or they shall and may, out of the rents, issues and profits thereof, have fully levied and received the said sum of 2000 l. together with consideration after the rate of 8 l. *per centum*, *per annum*, for the forbearance thereof, from the end of the said two years next ensuing the death of the said *Edward* Lord *Herbert*, and all damages, costs, and charges which he the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert*, his heirs, executors or administrators, shall sustain to be put unto, in or about the recovery of the said premisses, or of the said sum of 2000 l. or any part thereof, or in or about any sute concerning the same: Provided also, and it is covenanted, granted, condescended, concluded and agreed, by and between the said parties to these presents; and the true intent and meaning of them, and every of them, and of these presents is, That it shall and may be lawfull to and for the said *Richard Herbert*, party to these presents, by Indenture, or by any Deed or Deeds, Writing or Writings, indented or poll, to be by him the said *Richard Herbert*, party to these presents, sealed and subscribed in the presence of two or more credible Witnesses, to declare, limit, or appoint all or any of the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premisses, in the Kingdom of *Ireland*, to and for the Joynture of any Wife or Wives, which he the said *Richard Herbert*, shall hereafter happen to marry, or to take to Wife, for and during the natural life or lives of such Wife or Wives, or for any number or term of years determinable, upon her or their life or lives, the same to take effect upon the decease of the said *Edward* Lord *Herbert*, and *Richard Herbert*, and the Survivor of them, to be subject to the use herein before limited, to the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert*,

heirs, and his heirs in the manner aforesaid, and then and from thenceforth, the said recovery and recoveries shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said Mannors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premisses in the Kingdom of *Ireland*, with the rights, members and appurtenances thereof, or of, or in, or so much, or such part thereof, for or concerning which such Indenture, Deed or Writing, shall be made by the said *Richard Herbert*, as aforesaid, for the life of any such Wife or Wives, or number of years determinable upon her or their life or lives, as aforesaid, according to the true intent and meaning of the said Indenture, Deeds or Writings, and of these presents, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert*, his heirs and assigns in manner aforesaid: Provided also, and it is nevertheless covenanted, concluded, condescended and agreed by and between the said parties to these presents, that it shall and may be lawfull to and for the said *Richard Herbert*, party to these presents, at all or any time or times hereafter, during his natural life, being then actually seized of the immediate estate of free-hould in possession, of or in the said Mannors, Lands, Tenements, Hereditaments and Premisses, or any of them, by virtue or means of the said Recoveries or any of them, and of these presents, or of any the limitations, of uses herein limited, to demise or to Farm-let by Indenture or Indentures, such or so much of the said Mannors, Lands, Tenements, Hereditaments and Premisses, whereof he shall be then so seized in possession of such estate, as aforesaid, or any part thereof chargeable and charged, nevertheless with their liberties and powers herein contained, and

with

with the terms and eſtates hereof, thereby, or in purſuance thereof made or raiſed unto any perſon or perſons whatſoever in poſſeſſion, for any number of years not exceeding the number of Twenty one years, from the making thereof in poſſeſſion, or for the term of three lives, or for any fewer number of years or lives, or for any number of years determinable on three lives, or any fewer number of lives in poſſeſſion, ſo as upon every ſuch demiſe, leaſe or grant ſo to be made, as aforeſaid, there be reſerved reſpectively ſuch rents and ſervices, as at any time within the ſpace of Seven years laſt paſt, before the date of theſe preſents, have been reſerved for the ſame, or more or greater rent payable for the ſame, during the continuance of every ſuch ſeveral or reſpective demiſe or leaſe, ſo to be made, as aforeſaid, to ſuch perſon and perſons, as by force of theſe preſents, ſhall or ought to have the immediate reverſion or remainder thereof, and that immediately from and after every or any ſuch time, as any ſuch ſeveral and reſpective demiſe, leaſe or grant ſhall be made as aforeſaid, the recovery and recoveries, and every of them ſhall be and enure, and ſhall be taken to be and enure; and the ſaid Recoverer and Recoverers in the ſaid Recovery named, and every of them, their and every of their heirs, and all and every other perſon or perſons, which at any time hereafter ſhall be ſeized of ſuch parts and parcels of the premiſſes, as ſhall be demiſed or leaſed, as aforeſaid, ſhall ſtand and be ſeized thereof, and of every part thereof, to the uſe and behoof of ſuch ſeveral and reſpective perſon and perſons, to whom any ſuch demiſe or leaſe ſhall be ſo made, as aforeſaid, their ſeveral and reſpective executors, adminiſtrators, and aſſigns, to ſuch ſeveral and reſpective eſtate and eſtates, term and terms, and in ſuch manner and form, as in ſuch ſeveral and

reſpective

respective demises or leases to be made, as aforesaid, shall be mentioned and expressed, subject to the rents, covenants, conditions, provisoes and agreements, as therein shall be severally and respectively contained and expressed, and of the reversion and reversions, remainder and remainders thereof, to the use of such person or persons, as by force of these presents shall or ought to have the immediate reversion or remainders thereof, any thing, &c. Provided alwayes, and it is, &c. and the true intent, &c. is, that it shall and may be lawfull, to and for the said *Richard Herbert*, party to these presents, at any time or times after the decease of the said *Edward* Lord *Herbert*, during his natural life, by Indenture, Deed or Writing to be by him the said *Richard Herbert*, party to these presents, sealed and subscribed in the presence of two or more credible Witnesses, to make any lease or leases, demises or grants, of all or any part of the said Mannors, Lands, Tenements and premisses, with their appurtenances, as well those within this Realme of *England*, and the Principality of *Wales*, as those within the said Kingdom of *Ireland* (except such of the Mannors, Lands, Tenements and Premisses in the said County of *Monmouth*, as shall be limited to or for the Joynture of such Wife or Wives as the said *Edward* Lord *Herbert* shall hereafter marry, for and during the life or lives of such Wife or Wives only) for the term of twenty one years, or under, or for one, two, three, or more lives, or for any number or term of years determinable, upon one, two, three, or more lives in possession or reversion, or otherwise, with reservation of rent, or without reservation of rent, at his and their will and pleasure unto any person or persons, subject nevertheless to the use herein before limited, to the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert*, his heirs and assigns in manner afore-

foresaid, upon trust for the raising of the several portions herein after mentioned, for such daughter and daughters, as the said *Richard Herbert*, Son of the said *Edward* Lord *Herbert*, shall happen to have, and not otherwise; Provided (that is to say) if one daughter only, then for the raising of 3000 l. for that daughter; if more than one daughter, then for the raising of 2000 l. apiece, for each and every one of the said daughters; and that all or every such Lease or Leases, Demises or Grants so to be made, as aforesaid, shall stand and be good and effectual in the Law, to all intents and purposes; and that the said Recovery and Recoveries so as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their heirs, shall stand and be seized of and in such part, and so much of the Manors, Messuages, Lands and Premisses, with the appurtenances, as shall be so demised or leased, as aforesaid and every part thereof (except as is before excepted) to the use of such person and persons, his and their executors, administrators and assigns, to whom such demises, leases or grants shall be so made, as aforesaid for and during such leases, estates and terms, as shall be so demised and granted, as aforesaid, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, Son of the said *Edward* Lord *Herbert*, his heirs and assigns, in manner aforesaid; Provided also, and it is, &c. and the true intent, &c. that it shall and may be lawful to and for the said *Richard Herbert*, party to these presents, from time to time, and at all times during his natural life, by any his Deed or Deeds, Writing or Writings, indented or poll, to be by him the said *Richard Herbert*, party to these presents, signed, sealed, and delivered in the presence of two or more credible Witnesses, to revoke, annihilate, frustrate and make void all or any of the

use or uses, estate or estates, or limitations herein before limited, declared and appointed, of, for, or concerning any three Plough-lands of the premisses, in the Kingdom of *Ireland*, not exceeding in the whole the clear yearly value of 150 l. *per annum*, over and above all charges and reprizes, other than the use herein before limited to the said *Edward Herbert*, son of the said *Edward* Lord *Herbert*, and his heirs, in the manner aforesaid, and other than the use herein before limited to the said *Edward* Lord *Herbert*, for his life; and that then and from thenceforth, the use and uses, estate and estates, and limitations herein before declared, limited or appointed, of, for, or concerning such of the last mentioned premisses, for, or concerning which any such nomination shall so be had or made, other than the uses herein before limited, to the said *Edward* Lord *Herbert*, and *Edward* son of the said *Edward* Lord *Herbert*, and his heirs, in the manner aforesaid shall cease, determine and be utterly revoked, frustrate and made void; and then also it shall and may be lawful, to and for the said *Richard Herbert*, party to these presents, by the same Deed or deeds, or by any other deed or deeds, to be signed, sealed and delivered by him the said *Richard Herbert*, as aforesaid, to declare, limit or appoint any other new use or uses, estate or estates whatsoever, of the said premisses, of, for, or concerning which any such revocation shall be so made, or any part or parcel thereof, unto any person or persons whatsoever, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, son of the said *Edward* Lord *Herbert*, and his heirs, in the manner aforesaid, any thing in these presents contained to the contrary thereof in any wise notwithstanding: and that then also, and from thenceforth, the said recovery & recoveries, as to such of the premisses, concerning which any such revo-

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cation and new declaration shall be so made, to such uses, intents and purposes, as the said *Richard Herbert*, party to these presents, by any such Deed or Deeds, as aforesaid, shall declare, limit or appoint; Provided also, and it is, &c. that if the said *Edward* Lord *Herbert*, and *Richard* his Son, shall both of them be minded to make sale of the Mannors, Lands, Tenements and Hereditaments, within the County of *Monmouth*, or any of them (other than such as herein are before limited, to the said use of the said *Richard Herbert*, party to these presents, and his heirs in possession) which sales is not meant or intended by any of the parties to these presents to be made, but for raising of money to be imployed and bestowed upon the purchase of some other Lands of as good value, or in some other place or places, to be settled and estated, to the same uses and estates, and with the same powers and provisoes, and in the sort and manner, as those Lands so to be sold, are hereby limited, and mentioned to be settled and estated, and being both so minded, shall at any time during their joynt lives, by any Deed or Deeds, Writing or Writings to be by him the said *Edward* Lord *Herbert*, and *Richard* Herbert his Son, party to these presents, sealed and subscribed in the presence of two, &c. declare and publish their mind, intent and meaning to be, to revoke, alter and frustrate the said uses and estate, before in these presents mentioned, declared, limited or appointed, or any of them, or for or concerning the said last mentioned Mannors and Premisses, or any of them, or any part or parcel thereof, or any of them, that then from and after such declaration or publication, so to be made as aforesaid, the same use and uses, estate and estates, in and by these presents limited, expressed, declared or appointed, of, for or concerning the which any such declaration or limitation shall be made as afore-

foresaid, shall cease and become utterly void, frustrate and of none effect, to all intents, constructions and purposes whatsoever, and that then and from thenceforth, the said recovery and recoveries, so as aforesaid, or in any other sort to be had and suffered, shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said Mannors, Lands and Premisses last mentioned, or so much, or such part thereof, concerning which any such declaration or publication shall be made as aforesaid, to such uses, intents, trusts and purposes, as the said *Edward* Lord *Herbert* and *Richard*, party to these presents, by any Deed or Deeds, &c. sealed and subscribed in the presence of two, &c. shall declare, limit or appoint. And it is further, &c. for the considerations aforesaid, that in case any of the said Mannors, intended to be comprized in the said fine or fines, recovery and recoveries, shall be omitted or left out, and not be comprized in the said fine or fines, recovery or recoveries, or in case there shall happen to be any defect in the assurance of the premisses, or any of them, according to the true, &c. that they the said *Edward* Lord *Herbert*, and *Richard Herbert*, party to these presents, their heirs and assignes, and all and every other person and persons, which now are, or hereafter shall be seized of, and in such of the said Mannors, &c. as shall be so omitted or left out, and not to be comprized, as aforesaid, or whereof such fine or fines, recovery or recoveries shall not be levied and had, or whereof the assurance hereby intended to be made, shall be any way defective, shall stand and be seized thereof, and every part and parcel thereof, with their and every of their appurtenances, and the reversions thereof, to and for the several and respective estate and estates thereof, herein before severaly and respectively limited unto

them

them, or any of them, as aforesa'd, under the several proviſoes herein before mentioned, and to none other uſes, intents and purpoſes. In witneſs, &c.

*I. W. being ſeized of a Mannor, and other Lands (conceiving he ſhould dye without iſſue, and intending to ſettle the ſame to good uſes) by Deed, granteth and conveyeth the ſame to A. B. C. &c. in truſt to the uſe of himſelf for life, and after of* Rachel *his wife for life, the remainder to the heirs of his body, and in default of ſuch heirs, to grant the ſame as he ſhould by Will, or other writing, limit or appoint, &c. with ſeveral Proviſoes, &c.*

THis Indenture made, &c. between I. W. of, &c. of the one part, and A. B. C. D. &c. of the other part, witneſſeth, that the ſaid I. W. for and in conſideration of the better confirmation and ſtrengthning of a Joynture already made and granted to R. his now wife, and for her better maintenance and livelihood in time to come, and for the natural love and affection which he the ſaid I. W. beareth to the heirs of his body, begotten, and to be begotten, and for ſetling and eſtabliſhing of the inheritance of the Lands and Tenements hereafter mentioned, to and in the ſaid A. B. C. D. &c. and their heirs, to the uſes, intents and purpoſes hereafter ſpecified: Hath given, granted, enfeoffed and confirmed, and by, &c. unto the ſaid A. B. C. D. &c. their heirs and aſſigns for ever, all that the Mannors, Capital Meſſuages, and Farm of B. in, &c. with the rights, members and appurtenances thereof; and all that the Advowſon, Patronage and Gift of the Pariſh-Church of B. and all and all manner of Houſes, Edifices, Dove-houſes, &c. and all thoſe Thirteen Meſſuages or Tenements, &c. and all ſhops, cellars,

Cellars, Sollers, &c. and all and other the meſſuages, lands, tenements, reverſions, ſervices and hereditaments whatſoever, which he the ſaid J. W. ſtandeth ſeized of any eſtate of inheritance, within the Counties of, &c. aforeſaid, or elſewhere within the Kingdome of *England*; and the reverſion and reverſions, remainder and remainders of all and ſingular the ſaid premiſes, and all rents and yearly profits reſerved, due or payable by or upon any demiſe, leaſe or grants, demiſes, leaſes or grants made of the ſaid premiſes, or any part thereof, and all the eſtate, right, title, intereſt, claim and demand whatſoever, of him the ſaid J. W. of, in and to the ſame premiſſes, and every or any part or parcel thereof, and alſo ſuch Deeds, Charters, &c. to have and to hold the ſaid mannors, meſſuages, farms, tenements and rectory, and all and ſingular other the premiſes before by theſe preſents granted or mentioned, meant or intended to be granted, with their and every of their appurtenances unto the ſaid A. B. C. D. &c. their heirs and aſſigns for ever, to the uſes, intents and purpoſes hereafter in theſe preſents limited, expreſſed and declared, and to none other uſe, intent or purpoſe, (that is to ſay) as for, touching and concerning the ſaid Mannor, capital Meſſuage and Farm of *Burnet*, and all lands, meadows, paſtures, &c. And the ſaid Rectory and Parſonage of *Chewton*, alias *Chewton*, and with the rights, members and appurtenances thereof, and all and all manner of tithes of corn, hay and wool, and all obligations, obventions, profits, commodities and hereditaments whatſoever, coming, growing, yearly renewing or happening in *Chewton* aforeſaid, or elſewhere, to the ſaid Rectory or Parſonage belonging, or in any wiſe appertaining, and the ſaid meſſuage or tenement, &c. and the ſaid three meſſuages of tenements, &c. and all Cellars, Sollers, Houſes, &c. and

the reversion and reversion thereof, &c. and all rents and services thereunto belonging, or in any wise appertaining, to the use and behoof of J. W. and his assigns, for and during the term of the natural life of the said J. W. without impeachment of, or for any manner of waste, and after the decease of the said J. W. then to the only use and behoof of the said *Rachel*, for and during the term of her natural life, for and in the name of her Joynture, and in full recompence of her Dower, and title of Dower, which she the said *Rachel* shall or may have of or to the lands, tenements and hereditaments of the said J. W. and after the decease of the said J. W. and *Rachel*, then to the use and behoof of the heirs of the body of the said J. W. lawfully begotten, or to be begotten; and for default of such issue, to the use and behoof of the said A. B. C. D. &c. their heirs or assigns for ever; upon this hope, trust & confidence nevertheless in them reposed by the said J. W. that they the said A. B. C. D. &c. and the survivors and survivor of them, and his and their heirs and assignes, and at all times after the ending of the said estates of the said J. W. and *Rachel* his Wife, of and in the said Mannors and premises to them above-limited, make such grants and conveyances of the same, and dispose, distribute and employ the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said J. W. by his last Will and Testament in writing, (by him) to be subscribed with his own hand, and sealed with his seal in the presence of three or more Witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many Witnesses, as aforesaid, shall nominate, declare or appoint; and for and in default of such nomination or appointment, then that the persons trusted, and the survivors and survivor of them, his and their heirs and assignes shall

ſhall convey and aſſure the ſaid Mannor and premiſes, to and on the right heirs of the ſaid J. W. for ever, and as for, touching and concerning all other the ſaid Meſſuages, Lands, Tenements, and Premiſes reſidue with the appurtenances, whereof no uſe is before by theſe preſents limited or declared to the uſe and behoof of the ſaid J. W. and of the heirs of his body lawfully begotten, and to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the ſaid A. B. C. D. &c. their heirs and aſſignes for ever, upon the like hope, truſt and confidence in them repoſed, that they the ſaid perſons truſted, and the ſurvivors and ſurvivor of them, and his and their heirs and aſſigns, at all times, from and after ſuch time as the ſaid J. W. ſhall be dead, without heir of his body, ſhall make ſuch grants and eſtates of the ſaid Lands and premiſes reſidue, &c. or any part or parts thereof, and diſtribute, diſpoſe and employ the rents, iſſues and profits thereof, to ſuch perſon and perſons, and in ſuch manner and form as the ſaid J. W. by his laſt Will and Teſtament in writing to be by him ſubſcribed with his own hand, and ſealed in the preſence of three or more witneſſes, or by any other writing to be by him ſubſcribed and ſealed in the preſence of ſo many Witneſſes, as aforeſaid, ſhall nominate, declare, limit and appoint, and for and in default of ſuch nomination or appointment, then that the ſaid perſon or perſons truſted, and the ſurvivors or ſurvivor of them, his and their heirs and aſſigns ſhall convey and aſſure the ſame lands and premiſes reſidue with the appurtenances, to and upon the right heirs of the ſaid J. W. for ever. Provided always, and it is fully and plainly covenanted, concluded and agreed, by and between the ſaid parties to theſe preſents, for them, their heirs and aſſigns, that it ſhall be lawful to and for the ſaid *John W.* and that

the ſaid J. W. ſhall have full power and authority from time to time, and at all times hereafter, at will and pleaſure, by his Deed or Deeds in writing to demiſe, grant, and to farm-let all or any the ſaid Mannor, Meſſuages, Lands, Tenements and Hereditaments, and every or any part or parts thereof, as well in poſſeſſion, as in reverſion, or in poſſeſſion, or in reverſion, unto any perſon or perſons for one, two or three lives, or for any number of years whatſoever, by and under ſuch Rents, Reſervations, Covenants, Conditions, Limitations and Agreements, as to him ſhall ſeem meet, or without any Rent, Reſervation or Condition, at his will and pleaſure; at that when, and as often as any ſuch Demiſe, grant or Leaſe ſhall be ſo made by the ſaid J. W. of the premiſes, or any part or parts thereof, the ſaid parties truſted, and every of them, and the ſurvivors and ſurvivor of them, and every of them, and his and their heirs and aſſignes, ſhall ſtand and be ſeized of ſuch part, parts and parcels of the ſaid Mannor, Meſſuages, Farms, Tenements, Rectory and Premiſes, as ſhall be ſo demiſed, leaſed or granted, immediately from and after every ſuch Demiſe, Leaſe or Grant made, to the uſe and behoof of every ſuch perſon and perſons, to whom any ſuch Leaſe, Demiſe or Grant ſhall be ſo made, and of their executors, admin ſtrators and aſſigns reſpectively, only for and during the continuance of the eſtate and eſtates, term and terms, intereſt and intereſts, to be limited and expreſſed, in ſuch Leaſe, Demiſe or Grant, under ſuch Rents, Reſervations, Condition and Conditions, Limitation and Limitations, as in or by ſuch Leaſes, Demiſes or Grants ſhall be limited, expreſſed or contained reſpectively, according to the intent, purport and true meaning of every ſuch Demiſe, Grant and Limitation, and of the Reverſion and Reverſions, Rents and Services reſerved, and depend-

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ing upon the ſame Leaſes and Grants, and alſo after the end and expiration of every ſuch Demiſe, Leaſe and limitation to be made, and as the ſame ſhall reſpectively end and determine then from time to time of all and every ſuch part and parts of the premiſes, as ſhall be ſo demiſed, leaſed or limited, as aforeſaid, to the uſe of ſuch perſon and perſons, and in ſuch manner and form, and of ſuch eſtate and eſtates, with ſuch remainder and remainders over, as are before herein and hereby limited, appointed and declared, and to none other uſe, intent or purpoſe. Provided likewiſe, and it is further covenanted, concluded, condeſcended unto, and agreed by and between the ſaid parties to theſe preſents, that if the ſaid J. W. do and ſhall at any time or times hereafter, in or by any Writing under his Seal, and by him ſubſcribed with his Hand in the preſence of three or more Witneſſes, ſignifie and declare that he is minded to alter, change, revoke, determine, fruſtrate or make void all or any the uſes or eſtates hereby made, limited or appointed, that then and from thenceforth all and every ſuch uſe and uſes, eſtate and eſtates, whereof or concerning which he ſhall ſo ſignifie or declare his ſaid mind as aforeſaid, ſhall reſpectively be fruſtrated, void, revoked, determined, and of no force or effect, only of, for and concerning all ſuch and ſo much of the ſaid Mannor, Rectory, Farms, Lands and premiſes before herein mentioned, whereof he the ſaid J. W ſhall ſo ſignifie and declare his mind as aforeſaid, and then and from thenceforth this preſent Feoffment and grant ſhall enure and be, and the ſaid A. B. C. D. &c. and their heirs ſhall ſtand, and be ſeized of, for and concerning all ſuch, and ſo much of the ſaid Mannors, lands, and premiſes, whereof or concerning which he the ſaid J. W. ſhall ſo ſignifie and declare his mind as aforeſaid, to the only uſe of

ſuch perſon and perſons, and of and for ſuch eſtate and eſtates, and with ſuch remainder and remainders thereof, over and for, upon and under ſuch conditions and proviſoes, and in ſuch manner and form as the ſaid J. W. ſhall by any ſuch writing or writings, by him to be ſubſcribed and ſealed as aforeſaid, limit or appoint any thing in theſe preſents contained, or any other matter or cauſe to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

*Note.*

This precedent Deed was executed with livery and ſeizin, and attornment, the livery being ſeverally made in the ſeveral Counties aforeſaid.

The Donor made his Will, and thereby deviſed to the Mayor and Commonalty of B. ſeveral Annuities, to be iſſuing out of the Lands granted by the precedent, and appointed the ſame to be imployed to charitable uſes, and conſtituted *Rachel* his Wife Executrix, and dyed without iſſue.

*The Executrix proved his Will.*

THe Siſters and Siſters Children of the Donor (as heirs at Law) queſtion the validity of the Deed; whereupon the Mayor Commonalty, and Feoffees in truſt, exhibit their Bill in Chancery againſt the coheirs & Executrix, and afterwards the matter coming to hearing, by decree the Deed and uſes are confirmed.

*A condition to pay money weekly.*

THe Condition, &c. That if the within bound A. B. C. D. E. F. and G. H. or any of them, or the executors, adminiſtrators or aſſignes of them, or any of them, do truly pay, or cauſe to be paid to the within-named M. P. and J. G. or either of them, or to the executors, adminiſtrators or aſſignes of them, or either

either of them, at or in the, &c. the ſum of 4*l.* of, &c. in manner and form following, that is to ſay, every week weekly on the *Saturday*, in every week, one next and conſequently enſuing another, the ſum of two ſhillings, until the ſaid ſum of 4*l.* ſhall be fully ſatisfied and paid, the firſt payment thereof to begin and to be made on *Saturday* next, being the 20 day of this inſtant Month of *September*, within-written, that then, &c. but if default ſhall be made of or in any of the payments, that then, &c.

*A Condition to pay a ſum of money, and three years payment given.*

THe Condition, &c. That if the within bound J. W. his executors, adminiſtrators or aſſignes, or any of them, do truly pay, or cauſe to be paid to the above-named J. P. his executors, adminiſtrators or aſſignes, the ſum of 7*l.* and 10*ſh.* of good and lawful money of *England*, at or in the, &c. in manner and form following, that is to ſay on the third day of *Jan.* which ſhall be in the year of our Lord, 1632. 50*ſh.* thereof, on the third day of *Jan.* which ſhall be in, &c. 1633. 50*ſh.* more thereof, and on the third day of *Jan.* which ſhall be in, &c. 1634. 50*ſh.* reſidue of the ſaid ſum of 7*l.* 10*ſh.* without fraud or delay, that then this, &c. but if default ſhall be made of or in any of the ſaid payments, in part or all, then this, &c.

*A Condition to perform Covenants in a Leaſe, and not to ſeek for a new Leaſe from the chief Landlord.*

THe Condition, &c. That whereas the within-named M. H. by her Indenture of Leaſe, bearing

date the day of the date within written, hath leased unto the within-bound E.M. part of a messuage or tenement called the *Peter & Paul*, scituate in *Paternoster Row*, in the Parish of St. *Michael* at *Quern* in *London*, from the Feast of the Nativity of St. *John* Baptist last past, before the date within written, for the term of twenty one years, as by the said Indenture of Lease, may appear; if therefore the said E. M. his executors, administrators and assignes, and every of them, do well and truly observe, perform, fulfil and keep, all and singular the covenants, grants, articles, conditions and agreements, specified and declared in the said Indenture of Lease, which on his or their parts, are or ought to be observed, performed, fulfilled and kept in and by all things according to the tenor, purport, effect and true meaning of the said Indenture: And further, if the said E. M. his executors, administrators nor assigns, nor any other person or persons whatsoever, for him or them, or by his or their, or any of their means, occasion or procurement, do directly or indirectly procure, get or obtain, or endeavour to go about to procure, get or obtain any Lease or Grant from the Mayor, Commonalty, and Citizens of the City of *London*, of the said messuage or tenement, or any part thereof, or of that part of the said messuage or tenement, which he the said M.H. hath leased unto the said E M. that then, &c. or else, &c.

*A Collateral Condition.*

THe Condition, &c. That whereas A. B. and C. D. Citizens and Drapers of *London*, by one Obligation of the date within-written, are and stand joyntly and severally bound to the within-named E. F. in 100 *l.* of, &c. with condition for the payment of 50 *l.* by the, &c. at or in the, &c. as by the, &c. and if in case

case the said A. B. and C. D. and either of them, and either of their executors, administrators and assignes, shall make default of and in the payment of the said sum of 52 *l.* to the said &c. his executors and assigns, on the day, and at the place of payment thereof aforesaid; if then the within-bound L. M. his executors or administrators, do well and truly pay, or cause to be paid unto the said, &c. the sum of 52 *l.* within the space of eight dayes next after such default of payment made as aforesaid, he the said E. F. his executors or administrators, upon the receipt thereof, delivering unto the said L. M. his executors or assigns, the above-recited Obligation uncancelled and undischarged, together with an irrevocable, absolute and sufficient Letter of Attorney or assignment thereof, unto the said L. M. his executors and assigns, by and from the said E. F. his executors and assigns, and sealed and delivered in due form of Law before two or three sufficient witnesses at the least, that then, &c. or else, &c.

*A Collateral Covenant to the same effect.*

TO all People, to whom this present Writing shall come, A. B. of, &c. sendeth greeting; Whereas F. W. of, &c. hath at the special instance and request of the said A. B. taken and accepted of one Obligation of the date hereof, wherein M. N. O. P. and Q. R. their executors, administrators and assignes, stand joyntly and severally bound unto the said F. W. in the summe of, &c. with condition thereon endorsed for the payment of, &c. at or in the, &c. as by the said Obligation and Condition may more plainly appear. Now know ye, that the said A. B. doth for himself, his executors, administrators and assignes, covenant, promise and grant to and with the said F. W. his executors and assigns by these presents, that

that if the ſaid M.N.O.P. and Q.S. their executors, adminiſtrators and aſſigns, and every of them, ſhall make default of and in the payment of the ſaid ſum of, &c. unto the ſaid F.W. his executors and aſſigns on the day, and at the place aforeſaid, that then he the ſaid A.B. his executors, adminiſtrators or aſſigns, ſhall and will well and truly pay, or cauſe to be paid to ſaid the F. W. his executors or aſſigns, the ſaid ſum of, &c. on the, &c. next coming after the date thereof, at or in the place, &c. without fraud or delay. He the ſaid F.W. his executors or aſſigns, upon payment thereof, delivering to the ſaid A.B. his executors or aſſigns, the above-recited Obligations, ſafe, whole, uncancelled and undiſcharged, together with a ſufficient and abſolute aſſignement thereof, or Letter of Atturney irrevocable in due form of Law, to be made, ſealed and delivered by the ſaid F.W. his executors or aſſigns, before two or three ſufficient Witneſſes at the leaſt. In witneſs, &c.

### *A Condition to erect a Barn.*

THE Condition, &c. That if the within bound T.S. his executors, adminiſtrators or aſſignes, do at or before the Feaſt-day of, &c. next coming after the date within-written, at his and their own proper coſts and charges, well, work-man-like, and ſufficiently make, build, erect, ſet up, and fully finiſh, or cauſe to be made, &c. (in all things belonging to the Art or Trade of a Carpenter) in and upon one piece of ground, now in the occupation of, &c. one new Barn, with twelve ſeveral Bays or Rooms in the ſame, of good, new and ſeaſonable Timber, and one ſtrong Door, with 4. Windows to the ſame, and the ſaid Barn to contain in length 116 foot of aſſize, and in breadth 22 foot,

foot, and in height eighteen foot of aſſize at the leaſt, and alſo do, at or before the ſaid Feaſt-day of, &c. make, or cauſe to be made, at his or their like coſts and charges, within the ſaid Barn ſo to be builded and ſet up, the one half and moiety thereof meer and convenient for a ſtable-room, and a ſufficient floor for the ſame moiety, upon the main ground, with good, new and ſeaſonable planks of Oaken Timber, together with Racks and Mangers, ſufficient and convenient for the ſame, and do alſo to the other moiety of the ſame Bays or Rooms, make one ſubſtantial floor of ſeaſonable boards, and do likewiſe at his and their like coſts and charges, find and allow all ſuch nails, as ſhall be needful to be ſpent and occupied in and about the erecting, ſetting up and finiſhing of the ſame Barn and Stable with Floors, Racks, Mangers, Doors, Windows and Planks, (except if any be excepted) that then, &c. (or you may proceed thus) And the within-named D. E. in conſideration of the premiſes, is to pay unto the ſaid T. S. his executors or aſſigns 20 *l.* 10 *ſh.* of, &c. in form following, *viz.* at the enſealing hereof 6 *l.* 8 *ſh.* 4 *d.* thereof, which he had paid accordingly on the, &c. and at the fully finiſhing of the ſame Barn as aforeſaid, other, &c. in full payment of the ſaid ſum of, &c. that then, &c.

*A Condition, that whereas* A. B. *had delivered a Bond and a Letter of Attorney to* C. D. *to recover a debt of, &c. the ſaid* C. D. *is bound to re-deliver the Bond or the money.*

THE Condition, That whereas the within-bound C. D. the day of the date within-written, hath received and had of the within-named A. B. one Bond or Obligation, bearing date, &c. (and ſo recite the Bond)

Bond) as by the ſaid Obligation and Condition may more plainly appear, which ſaid Bond or Obligation, together with one other Writing or Letter of Attorney of the date within-written, the ſaid A. B. hath delivered to the ſaid C. D. in truſt only for the recovery and receiving of the ſaid debt of, &c. mentioned in the Condition of the ſaid Obligation, together with coſts, damages, and reaſonable intereſt, if any ſhall be, of and from the ſaid, &c. his executors or adminiſtrators: if therefore that the ſaid C. D his executors, adminiſtrators or aſſignes, do at any time hereafter, within the ſpace of one whole year next coming after the date within-written, either well and truly pay, or cauſe to be paid to the ſaid A. B his executors or aſſigns, the full ſum of, &c. at or in the, &c. or otherwiſe re-deliver, or cauſe to be re-delivered to the ſaid A. B. his executors or aſſigns, the ſaid Obligation or Bond, and the ſaid Letter of Attorney, ſafe, whole, uncancelled and undiſcharged, and in as good condition as he received them, or either of them (the perils and dangers of the Seas and Pirates only excepted) within the time and ſpace before limited, that then, &c. or elſe, &c.

*A Condition to pay a ſum of money at ones return from beyond Sea.*

THE Condition, &c. That whereas the within-named A. B. the day of the date within-written, hath paid and delivered unto the within-bound C. D. the ſum of, &c. which ſaid ſum the ſaid A. B. is contented, that the ſaid C. D. ſhall employ and adventure in a Voyage, wherein the ſaid C. D. is bound in the good Ship called the, &c. unto the *Eaſt-Indies*, upon the condition that the ſaid C. D. his executors, adminiſtrators or aſſignes, ſhall truly pay, or cauſe to be

be paid unto the ſaid A. B. his executors or aſſigns, the full ſum of, &c. at the return of the ſaid C. D. and the ſaid Ship, or either of them, which ſhall firſt and next happen from the *Eaſt-Indies* as aforeſaid, into the Realm of *England*. If therefore the ſaid C. D. his executors, adminiſtrators or aſſigns, do or ſhall within one month next after the return either of himſelf, or of the ſaid Ship, called the, &c. from the *Eaſt-Indies* aforeſaid, into the Realm of *England*, well and truly pay, or cauſe to be paid to the ſaid A. B. his executors or aſſigns, the ſaid ſum of, &c. of like lawful money of *England*, without fraud or delay, that then, &c. or elſe, &c.

### *A Condition for delivery of Wool.*

THE Condition, &c. That whereas the within-bound A. B. for the ſum of, &c. to him by the within-named C. D. in hand, at the ſealing of this Obligation truly paid, whereof he the ſaid A. B. acknowledgeth the Receipt, hath bargained and ſold to the ſaid C. D. one hundred Todd of merchantable Wool, good and lawful, *viz.* at the rate and price of 10 *ſh.* the Todd, if therefore the ſaid A. B. his executors, &c. do well and truly deliver, or cauſe to be delivered unto the ſaid C. D. his executors, &c. all the ſaid one hundred Todds of Wool, ſorted & packed by an indifferent ſworn Woolpacker, frank and free at the Warehouſe of, &c. on or before, &c. without any delay, that then, &c.

### *Another Condition to deliver certain Todds of Wools.*

THE Condition, &c. That if the within-bound A. B. and C. D. or either of them, or the executors, adminiſtrators or aſſigns of them, or either of them, do

do well and truly deliver, and cauſe to be delivered unto the within-named E.F. his executors, &c. the full number or quantity of forty Tods of good & merchantable wools, of the proper ſheep-growth of them the ſaid A.B. and C.D. well waſhed and dryed, & wrought by a ſworn wool-man, without cot, combar, gare or refuſe, and to be weighed by the Todd, accompting and allowing eight and twenty pound weight of wool, with a reaſonable liſt to every Todd, on or before the, &c. next enſuing the date within-written, at or within the &c. frank and free of all manner of coſts, charges and payments, there to be demanded without fraud or delay, that then, &c. or elſe, &c.

*A Condition for the delivery of Cow-hides.*

THe Condition, &c. That if the above-bound E.F. his executors, adminiſtrators or aſſignes, or any of them, do truly deliver, or cauſe to be delivered to the above-named G. H. his executors, adminiſtrators or aſſigns, at or in *Leaden-Hall* yard *London*, at or before the, &c. next coming, after the date of the above-written, 19 Cow-hides, and one Steer-hide, well tanned, and as good merchantable ware, as is uſually ſold in *Leaden-Hall* yard aforeſaid, which Hides the ſaid H. H. before the enſealing hereof, hath delivered to the ſaid E. F. to be tanned as aforeſaid, and is to pay upon the full delivery of them to the ſaid E.F. his executors or aſſigns, for tanning of the ſame Hides, the ſum of 3*l.* 6*ſh.* 8*d.* or lawful money of *England*, that then, &c. or elſe, &c.

*A condition for delivery of Barley.*

THe Condition, &c. That if the within-bound A.B. his executors, and administrators or assigns, or any of them, do well and truly deliver, or cause to be delivered to the within-named C. D. his executors, administrators or assigns, at his Barn-door, scituate, &c. 22 quarters of good, sweet, dry and merchantable barley, in form following, *viz.* 12 quarters, on or before the, &c. and on or before, &c. the other ten quarters in full of the said 22 quarters, frank and free from all charges whatsoever, that then, &c. or else, &c.

*A condition to make an Assurance by a day.*

THe Condition, &c. That if the within-bound A. B. his heirs, executors and administrators, do before the twentieth day of *May* next coming after the date within-written, make, or cause to be made unto the within-named C. D. and to his heirs and assigns, such a good, sure, sufficient and indefeazible estate of inheritance in the Law, to the only use and behoof of the said C. D. his heirs and assigns for ever, or to the use of such person, and his heirs and assigns for ever, as he the said C. D. shall then name & appoint of and in all that Messuage, &c. (as the bounds thereof are known) by deeds and evidences sufficient in the Law, or by fine & recovery if need shall be or require, or by any other sute or lawful means, as by the said C. D. or his heirs, or by the assignes of him or them, or by their, or any of their Council learned in the Law, shall be reasonably advised, devised or required, and also if the same messuages, &c. now are and be, and so from, &c. for ever shall remain, continue and

and be unto the said C. D. his heirs and assigns, or to such other person as he the said C. D. shall name and appoint, and his heirs and assignes free, clear, and clearly acquitted, exonerated and discharged, or otherwise upon, requeſt ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other Bargains, Sales, Leaſes, Gifts, Grants, Surrenders and Incumbrances whatſoever, (if need be you may proceed further) and alſo if the ſaid A. B. his heirs, &c. do at all times hereafter, and from time to time, from and after the ſaid, &c. for and during the ſpace of ten years, upon reaſonable requeſt to be made by the ſaid C. D his heirs or aſſigns, do make, knowledge and execute, and ſuffer to be done and executed, all ſuch further act and acts, thing and things, device and devices, for the better aſſuring and conveying of the premiſes unto the ſaid C. D. his heirs and aſſignes, as aforeſaid, be it by fine, feoffment, deed or deeds, inrolled or not inrolled, recovery, releaſe, or by any other wayes or means whatſoever, with warranty againſt the ſaid A. B. his heirs and aſſigns, and all other claiming by, from or under him, them, or any of them, or otherwiſe without warranty, as by the ſaid C. D. his heirs or aſſigns; or by his or their Counſel learned, at his and their own proper coſts and charges in the Law, ſhall be reaſonably deviſed and required, that then, &c. or elſe, &c.

*A Condition for the renewing of a Leaſe, when the Liſſee ſhall come to the age of twenty one years.*

THE Condition, &c. That whereas the within-bounden R. R. and E. his Wife, late Wife of the within-named T. W. by Deed indented, bearing date, &c. have

have demised, granted and to farm-letten unto the within-named J. G. and A. P. all those Copy-hold or customary messuages, lands, tenements, meadows, leasoes, pastures, commons, woods, under-woods and hereditaments, commonly called or known by the several and proper names of, &c. or any of them, or by any other name or names, scituate, lying and being within the Mannor or Lordship, and Parish of *Woodford* in the County of *Essex*, which were at the time of the decease of the said T. W. in the tenure or occupation of G. H. or his assigns; To have and to hold from the, &c. last past, before the date thereof, unto the end and term of forty years, from thence next ensuing, and fully to be compleat and ended, if the said E. shall happen so long to live, by the yearly rent of, &c. as by the said deed indented amongst other things, covenants, grants and articles therein contained, whereunto relation being had more at large it may appear: if therefore the said R. R. and E. his Wife, within one half year, next after that the said E. shall come to and accomplish her full age of 21 years, upon reasonable request made by the said J. and A. or either of them, their executors or assigns, at the now, &c. and at the only costs and charges for writings, or otherwise of the said J. and A. their executors or assigns, shall make and seal, and as their Deeds deliver to the said J. W. and A. P. their executors or assigns, one Indenture of Lease, of all and singular the said Copy hold or customary messuages, lands, tenements and hereditaments, before by the said deed indented, demised, and of every part and parcel thereof, and which Indenture so to be made, sealed and delivered, shall in all things and in every covenant, grant and article of the same, agree *verbatim* with the said Deed indented, which beareth the date within-written, and not otherwise, save only that after the commencement and be-

ginning of the ſame, it ſhall be made to hold and continue the reſt of the ſaid term of forty years, which ſhall be then to come and unexpired, comprized in the ſaid Deed indented, which beareth the date within-written, (*viz.*) to continue the reſt of the years which ſhall be then to come, and no otherwiſe, that then, &c. or elſe, &c.

*A Condition to gather Rents, and to yield an account thereof.*

THE Condition, &c. That if the within-bound A. B. or his ſufficient Deputy, do from henceforth during his natural life, well, truly and entirely levy, collect and gather all and ſingular the Rents, Revenues, Emoluments, Perquiſits of Courts, Iſſues and Profits whatſoever, of, or belonging to the Lordſhip or Mannor of, &c. and of all the members and parcels of the ſame, at the Feaſts of, &c. yearly, during the ſaid term, and all the ſame Rents, &c. and all the money thereof coming, hereafter to be coming of the ſame, and every, or any part thereof, well and truly content and pay to the within-named C. D. at the Feaſts of, &c. yearly, and alſo do from time to time, as often as he ſhall be thereunto required by the ſaid C. D. his heirs, executors or aſſigns, make, render and deliver to the ſaid C. D. his heirs or aſſigns, a juſt, true and perfect Account of all the ſame Rents, Revenues and other the premiſes, and of all the arrerages thereof (if any be) do at the end of every ſuch Account made, make juſt and true payment to the ſaid C. D. his heirs or aſſigns, and further do well and truly adminiſter, ſerve and execute all Proceſs to him to be directed from the Stewards and Officers of the ſaid C. D. his heirs or aſſigns, concerning the premiſes, or any part thereof; and moreover do, during

ring all the ſaid term, demean and behave himſelf as an honeſt and true Bayliff ought to do, that then, &c. or elſe, &c.

*A Condition of a Deputy Rent-gatherer to give accompt for the receipt of Rents.*

THe Condition, &c. That whereas the within-bound A.B. hath retained, (to and with the within-named R.C.) Renter of the Mannor of *Finsbury*, for the collecting of all the Rents, coming or growing out of the Mannor of *Finsbury*, in the County of *Middleſex*, and of lands, rents and tenements, belonging to the Major, Aldermen, Commonalty and Citizens of the City of *London*, Farmers of the ſaid Mannors, lands, rents and tenements, for term of years yet to come, if therefore the ſaid A. B. do well and truly behave himſelf in the ſaid room or office of Renterſhip, for the Collection of the ſaid Rents and profits of the ſaid Mannors, rents, lands, &c. and well and truly from time to time collect the ſaid Rents, and every part thereof to the hands of the Chamberlain of the City of *London* for the time being, to the uſe and behoof of the ſaid Major, Aldermen, Commonalty and Citizens of the City of *London*, and make yearly the accompt of the ſaid Rents, and of every part thereof in the name of the ſaid R. C. if he then be living, of Record in the Chamber of the ſaid City to the office of the ſame, to whom it doth or may appertain, to take and engroſs the ſame accompt; and alſo if the ſaid A.B. during the life of the ſaid R. D. do no act or acts, thing or things, directly or indirectly, to the prejudice and hindrance of the right of the ſaid R.C. in and to that office, called the Renterſhip of *Finsbury*, and further do from time to time, clearly acquit, diſcharge or ſave and keep harmleſs the ſaid

R. C. his executors, administrators and assigns, and every of them, against the Major, Aldermen, Commonalty and Citizens of the City of *London*, and against all and every person and persons, to whom it may or shall of right in that behalf belong, that then, &c. or else, &c.

### *A Condition to make true accompt of ones Bayliffship.*

THe Condition, &c. That whereas Sir H. H. Knight and Baronet, Chief Justice of the Common Pleas; Sir J. D. Knight, Chancellour of the Dutchy of *Lancaster*; T. N. Esquire, Surveyor General, do stand and are possessed amongst other things, of the Mannor of, &c. for divers years yet to come, upon trust and confidence, and to and for the onely use of C. P. have by the commandment and warrant of the said C. P. by deed under his hand and seal, constituted and appointed the within-bound H. L. to be Bayliff of the Mannor of *Westham* aforesaid, and Collector of the rents and revenues, perquisits and profits there, during the pleasure of the said C. P. If therefore the said H. L. by himself, or his sufficient Deputy or Deputies, his or their executors or assigns, do and shall from time to time, for and during their continuance and exercise of and in the said place or office demean himself and themselves therein, without voluntary concealment, deceit or fraud towards the said C. P. and do and shall yearly during such his and their continuance and exercise as aforesaid, at the audit and audits to be held & kept for the said C P yield & make just and true accompt to and before the said Auditors, for the time being of the said Mannor and premises, and thereupon make payment and satisfaction to the said C. P. his Officer or Officers, in that behalf

to

to be authorized and appointed, to and for the ſaid C. P. his uſe, at or before every ſuch audit or audits, of and for all and every ſuch rents, ſum and ſums of money, and other iſſues, revenues, goods, chattels, perquiſits and profits, as then ſhall come to the hands of the ſaid H. L. or his Deputy or Deputies, or as he or they then ought rightly to be charged withal to the ſaid C. P. his uſe, for or by means or in reſpect of the ſaid office or place, that then, &c. or elſe, &c.

*A Condition for payment of a ſum of money within three days after requeſt, if the Obligee may not enjoy a meſſuage.*

THE Condition, &c. That whereas the within-bound C. D. by a deed bearing date within-written, for the conſideration therein, hath aſſigned and ſet over unto the within-named A. B. one Indenture of Leaſe, bearing date, &c. made and granted to him the ſaid A. B. by one, &c. of a Meſſuage or Tenement, with the appurtenances, lying and being, &c. now in the tenure of, &c. for the term of, &c. and all his eſtate, right, title, intereſt and term of years to come, in and to the ſame meſſuage or tenement, and other the premiſes by the ſaid Leaſe demiſed, as by the ſaid poll, deed or writing more at large appeareth; if therefore the ſaid A. B. his, &c. paying the ſaid rent, and performing the ſaid covenant and duties in the ſaid Leaſe contained on the tenants part, from and after the, &c. to be paid and performed, ſhall not or may not peaceably and quietly have, hold and enjoy the ſaid meſſuage or tenement, with the appurtenances for and during all the reſidue of the ſaid term, without any let, trouble, interruption, of or by the ſaid, &c. then if the ſaid C. D. his executors, &c. do

within one Month next after notice thereof to him or them to be given by him the said A. B. his, &c. well and truly repay, or cause, &c. to the said, &c. his executors or assigns, the sum of, &c. of, &c. the said A. B. them also re-delivering and re-assuring unto the said C. D. his executors, &c. the said Indenture of Lease, safe and uncancelled, and all his estate, interest and term of years in and to the same, and the premises thereby demised, clearly discharged of all forfeitures, re-entries and incumbrances whatsoever then to be had, made, committed or permitted by the said A. B. his, &c. together with the poll-deed aforesaid, that then, &c. or else, &c.

*A Condition to bring an Inventory into the Prerogative Court by a day.*

THE Condition, &c. That if M. H. Wife of J. H. while he lived, of the Parish of, &c. do make or cause to be made a true and perfect Inventory of all and singular the goods, chattel, and debts of the said J. H. and the same so made, to exhibit or cause to be exhibited into the Prerogative Court of *Canterbury*, the, &c. and the said goods, chattels and debts do well and truly administer, (*viz.*) do pay the debts of the said deceased, which he did owe at the time of his decease, as far as the said goods, debts and chattels will thereunto extend, as the said Law will charge her; and further do make or cause to be made a true and perfect account of and upon the said administration, the second day next after the Feast of, &c. and such part and portion of the said goods, chattels and debts, which shall be found remaining upon her said account, examined and adjudged by the said Prerogative Court of *Canterbury* for the time being, shall distribute and dispose, as by the same Judge shall be ad-

judged

mitted and appointed; and if hereafter there shall appear any lawful Testament or last Will made by the said deceased, and the executor or executors therein named do exhibit the same, making request to have the same approved of accordingly, then if the said administratrix, after lawful request to her made, do tender and deliver into the said Court the said Letter of administration to her committed without delay; and lastly, do at all and every time and times hereafter, clearly acquit, discharge or save harmless the within-named, &c. and all other the Officers of the said Prerogative Court of *Canterbury*, against all persons having or pretending to have any estate, right, title or interest to the said goods, chattels and debts, that then, &c. or else, &c.

*A Condition never to vex or trouble one hereafter for any former matter.*

THE Condition, &c. That if the within bound A. B. his heirs, executors or administrators, or any other person or persons for him or them, or in his or their name or names, or by his or their title or procurement, or means, do at any time or times hereafter claim, challenge, demand, vex, sue, molest or trouble the within-named C. D. his heirs, executors, administrators or assigns, or any of them, for any of the goods, money, plate or debts, which late were belonging to E. F. of, &c. deceased, or for any other matter, reckoning, cause or accompt, thing or thing whatsoever, had, moved, stirred, depending or being between the said A. B. and C. D. before the date within-written, that then, &c. or else, &c.

*A Condition for the assurance of morgaged Lands, after default of Redemption.*

THE Condition, &c. That whereas the within-bound A. B. and C. his Wife, by their deed indented, bearing date the within-written, have given, granted, bargained and sold unto the within-named D. E. his heirs and assigns for ever, all that messuage or tenement, with the appurtenances thereto belonging, or in any wise appertaining, upon condition that if the said A. B. his heirs, executors, administrators or assigns, or any of them, do well and truly pay or cause to be paid unto the said D. E. his executors, administrators or assigns, the sum of, &c. that then the aforesaid gift, grant, bargain and sale of the premises, and all conveyances and assurances thereupon had and made, should be utterly void, frustrate and of none effect, as by the said deed indented amongst other things therein contained, more plainly at large appeareth: if therefore the said A. B. his heirs, executors, administrators and assigns, shall make default of or in the payment of the said sum of, &c. on the said, &c. then if the said A. B. and C. his Wife, and their heirs, and all and every other person and persons, and their heirs, having or lawfully claiming to have any lawful right, title or interest, of, in or to the said messuage or tenement, or other the premises with the appurtenances, or of, in or to any part or parcel thereof, shall from time to time, and at all times after such default of payment of the said sum of, &c. in form aforesaid had and made, upon the reasonable request, and at the only costs and charges in the Law of the said D. E. his heirs and assigns, further do cause, make, knowledge and suffer, or cause to be done, made, knowledged and suffered, all and every such further lawful and reasonable act and acts, thing and

and things, device and devices in the Law, be it by fine or fines, deed or deeds, &c. or by all, any, or as many of the said ways or means, as the said D. E. his heirs and assigns, or his or their Council learned in the Law shall be reasonably advised or devised, for the further assurance, sure-making and conveying of the premises, and of every part and parcel thereof, to be had and made sure unto the said D. E. his heirs and assigns for ever, absolutely, without any mannor of condition or morgage, that then, &c. or else, &c.

*A Condition to acknowledge a Statute by a day.*

THe Condition, &c. That if the within-bound A. B. and one R. L. of, &c. do upon or before, &c. seal and subscribe one Recognizance or Writing obligatory, to be made according to the form of the Statute lately made and provided for recovery of debts, wherein and whereby the said A. B. and R. L. shall stand bound to the within-named T. W. in the sum of, &c. payable at some Feast soon after the date of the same Writing, and the same so sealed and subscribed, do upon or before, &c. in lawful and due manner acknowledge before one of the two chief Justices appointed for the acknowledging of such Writings by the Statute, or in their absence, out of the term before the Major of the staple at *Westminster*, and the Recorder of the City of *London* for the time being, and the same so acknowledged and sealed, to deliver or cause to be delivered to the said T. W. at his now dwelling house, scituate, &c upon or before the, &c. safe, whole and uncancelled, to the end that a pair of defeazances may be thereupon made, that then, &c. or else, &c.

*A Condition to meddle with the Executorſhip upon aſſignment thereof.*

THe Condition, &c. That whereas the within-bound T. T. hath aſſigned and committed all his right of Executorſhip of the Teſtament and laſt Will of Sir J. late deceaſed, unto the within-named R. B. and hath fully for his part authorized, licenſed and aſſigned the ſaid R. only to do all and every thing and things, by himſelf and his aſſigns, concerning the execution of the ſaid laſt Will and Teſtament. Therefore if the ſaid T. T. ſhall not intermeddle with the adminiſtration of any part of the goods and chattels, money, debts or plate of the ſaid Teſtator, without conſent of the ſaid R. his heirs or executors, but ſhall at all times hereafter, and from time to time permit and ſuffer the ſaid R. B. his executors and aſſigns, to adminiſter all ſuch goods, chattels, money, plate and debts, as at the day of the making hereof be in the cuſtody of the ſaid R. B. to be adminiſtred, or in the hands or poſſeſſion of any other perſon or perſons, except ſuch goods, chattels, money and plate, now in the poſſeſſion and cuſtody of the ſaid T. T. of the ſaid Teſtators, which is, or are to be adminiſtred as ſhall be thought good by the ſaid R. B. And further, if the ſaid T. T. his heirs or executors, do not diſcharge any debts of the ſaid Teſtators, without the conſent of the ſaid R. B. his executors or adminiſtrators, nor any action which the ſaid R. B. or his executors ſhall juſtly attempt and bring againſt any perſon or perſons, to or for the recovery of any of the debts, goods and chattels of the ſaid Teſtator, that then, &c. or elſe, &c.

*A Condition not to do any act as Executors, without consent of his Co-executor.*

THe Condition, &c. That whereas one C. B. late of N. deceased, by her Testament and last Will, named, ordained and constituted the within-bound M.B. and the within-named N.I. to be executors of the same her Testament and last Will, as by the same last Will and Testament among other things appeareth; if therefore the said M.B. shall not any at time hereafter make, or cause to be made any release, acquittance or other discharge, to any person or persons, for or concerning any of the debts, goods or chattels, which were the said C.B. the day of her decease, nor shall do or suffer, or cause to be done or suffered, any other act or acts, thing or things, in or about the execution of the said Testament and last Will of the said C. without the consent, assent and agreement of the said N. I. that then, &c.

*A Condition to procure one to seal an acquittance by a day, and to save harmless.*

THe Condition, &c. That whereas the within-named A. B. hath the day of the date within-written, paid and delivered to the within-bound C. D. for and to the use of L. O. now Resident in *France*, in the parts beyond the Seas, the sum of, &c. if therefore the said C.D. his executors or administrators shall and do before the, &c. cause and procure the said L. O. to seal and deliver as his Deed to the use of the said A. B. his executors and administrators, in the presence of two or three sufficient and credible witnesses, a sufficient and lawful acquittance, testifying the receipt of the said summe of, &c. and also if the said C. D. his executors, administrators or assigns, do deliver, or cause to be delivered to the said

said A. B. his executors or administrators, at or in the, &c. the same acquittance sealed and delivered aforesaid, and certified under the hands of the same witnesses, whole, uncancelled and undefaced, at or before, &c. and also do in the mean time save and keep harmless the said A. B. his heirs, executors and administrators, and every of them, and all and every of his and their lands, tenements, goods and chattels, and every part thereof, against the said L. O. his executors, administrators and assigns, and every of them, of and for the same sum of, &c. and every part thereof, and of and from all actions, sutes, costs, charges, damages and demands, for or concerning the same, and every or any part thereof, that then, &c. or else, &c.

*A Condition to acknowledge satisfaction of a Judgement.*

THe Condition, &c. That whereas the within-bound A. B. in M. term now last past, hath obtained against the within-named L. O. in the Court commonly called, &c. a Judgement in an action of debt, as by the Records in the said Court remaining, &c. if therefore the said A. B. do in *Easter* Term now next ensuing, at the costs and charges of the said L. O. cause satisfaction to be acknowledged and entred upon Record in full discharge of the same Judgment, that then, &c. or else, &c.

*A Condition to procure two to seal releases for legacies, and to save harmless.*

THe Condition, &c. That whereas R. B. late Citizen and Haberdasher of *London*, and brother to the above bound W. B. in and by his last Will and Testa-

Teſtament, did give and bequeath unto W. B. and F. B. Sons of the aforeſaid W. B. their Father 40 *l.* a piece legacies to be paid, as in and by the ſaid laſt Will and Teſtament of the ſaid R. more at large appeareth: and whereas alſo the above-named M. H. the now husband of R. the late widow and executrix of the ſaid R. B. before the enſealing hereof, at the earneſt requeſt and deſire of the ſaid W. B. the father, hath paid unto the ſaid W. to and for the uſe and behoof of the ſaid W. and F. his ſons, the ſaid legacies of 40 *l.* a piece in lawful *Engliſh* money, the receipt whereof the ſaid W. B. the father, doth hereby acknowledge and confeſs: If therefore the ſaid W. B. the father, or above-bound T. D. and W. F. or any of them, their or any of their executors, adminiſtrators or aſſigns, within twenty eight days next after that the ſaid W. and F. B. ſons of the ſaid W. B. the father, ſhall ſeverally attain their ſeveral ages of 21 years, ſhall give and deliver unto M. *H.* his executors, adminiſtrators or aſſigns, good, lawful and ſufficient releaſes or acquittances, under the hands and ſeals of the ſaid W. and F. the ſons of the ſaid W. of and for the ſaid legacies of 40 *l.* or elſe do in the mean time, and alſo at all times afterwards acquit and diſcharge, or elſe ſave and keep harmleſs and indempnified the ſaid M. H. his executors and adminiſtrators, from and againſt the ſaid W. and F. B. the ſons, of and for the ſaid legacies, and alſo of and from all actions, ſuits, troubles, coſts, charges, and damages that ſhall be commenced, proſecuted or any way happen to or againſt the ſaid M. H. his executors, adminiſtrators or aſſigns, for or concerning the ſaid legacies by the ſaid W. and F. or either of them, or any other perſon, for, by or under them, or either of them, that then, &c. or elſe, &c.

A

*A Condition that a Woman ſhall releaſe her Dower.*

THe Condition, &c. that if L. O. of W. Widow, late Wife of T. O. of, &c. do before the, &c. by her writing under her hand and ſeal, remit, releaſe and quit-claim unto the within-named R. O. ſuch eſtate, right, title, intereſt, claim and demand whatſoever, which ſhe the ſaid L. O. hath, may, might, ſhould, or of right ought to have, in, or to all, or any part of the Lands, tenements and hereditaments which were the inheritance of the ſaid T. O. her husband deceaſed, or any part thereof, for or by reaſon of her Dower, or of any Joynture heretofore made, or by reaſon of any other right, title or means whatſoever, at any time before the date hereof, come, grown or accrued: And alſo if the ſaid within bound A. B. his executors, adminiſtrators or aſſigns, do before the, &c. leave and deliver, or cauſe to be left and delivered to and for the ſaid R. O. at, &c. the ſaid Writing or Releaſe ſealed and delivered, as aforeſaid, being certified under the hands of two or three ſufficient witneſſes, ſafe, whole, uncancelled and undefaced, that then, &c. or elſe, &c.

*A Condition to ſuffer a mans Wife to make her Will.*

THe Condition, &c. That whereas the within-bound A. B. ſhall ſhortly by Gods Grace, marry and take to Wife C. D. late the Wife of E. F. deceaſed, and by reaſon and means of the ſaid Marriage, he the ſaid A. B. ſhall be greatly preferred and advanced in ſubſtance and riches, in conſideration whereof, if ſo be that the ſaid A. B after Marriage had and ſolemnized between him and the ſaid C. D. do quietly permit and ſuffer the ſaid C. D. (if ſhe fortune to deceaſe before

fore the said A. B.) to declare and make her Will in writing, or otherwise by word of mouth, and in the same to give, will and bequeath, or otherwise to assign and dispose of, at her free will and pleasure, to and amongst her kindred, friends and acquaintance, or to any of them, or to any other person or persons, as to her shall be thought meet and convenient, the sum of, &c. of, &c. And further, If the said A. B. his executors, administrators or assigns, or any of them, upon reasonable request to him, them, or any of them to be made, by any such person or persons, to whom the said C. D. shall so give and bequeath any such sum or sums of money, extending no further than to the said sum or value of, &c. as is aforesaid, do well and truly pay, or cause to be paid, all and every the said several sum and sums of money, gifts and requests, so to be given and bequeathed by the said C.D. and in such manner as shall be by her appointed, that then, &c. or else, &c.

*A Condition to Marry one by a day, or else to pay a sum of money.*

THe Condition, &c. That if the within-bound A. B. do on or before the, &c. of, &c. lawfully espouse, marry and take to Wife one E.K. the daughter of &c. if she the said E. will thereunto assent and agree, and the Ecclesiastical Laws permit and suffer the same: But in case it shall happen the said E. K. and A. B. and either of them, to die or decease before such Marriage had and solemnized, as aforesaid, then if the said A. B. his executors, administrators and assigns, do well and truly pay, &c. to the said E.K. her executors or assigns, the sum of, &c. on, &c. at, &c. that then, &c. or else, &c.

A

*A Condition to be a true Prisoner.*

THe Condition, &c. That if J. H. Merchant of St. *Lucas*, which now is in the prison of the Kingdom of *England*, under keeping of the Sheriff within written, as well by reason of writ of, &c. of the Statute of the Staple, containing the sum of, &c. as also for other certain actions, causes and suites on the behalf of R. S. &c. moved and commenced, be from henceforth a true and faithful Prisoner, tarrying and remaining with the said Sheriff and his Deputies, till the same J. H. be fully discharged and acquitted of the said actions, and then content and pay to the said Sheriff, &c. all and singular cost, charges, fees, and other duties, in such case heretofore accustomed to be paid, that then, &c. or else, &c.

*A Condition to save harmless for being bound for the appearance of a man.*

THe Condition, &c. That whereas the within-named O P. at the special instance, request and desire of the within-bound Sir E. G. by one Obligation bearing the date within-written, standeth bound joyntly and severally with the said Sir E. G. and the within bound A. M. unto R. H. and H. H. Sheriffs of the City of *London*, in the sum of, &c. of, &c. with a Condition there-under-written, for the appearance of the said Sir E. G. before the Justices of the Court of Common-Pleas at *Westminster*, on, &c. next, &c. to answer to C. G. of a Plea of trespass, as by the same Obligation and Condition thereof more at large appeareth. If therefore the said Sir E. G. do according to the tenor and true meaning of the Obligation

tion, and condition above-recited, appear before the ſaid Juſtices of the ſaid Court, &c. on the day in and by the condition of the ſaid obligation limited and appointed for his appearance, to anſwer unto the ſaid C. G. of a Plea of Treſpaſs. And alſo if the ſaid Sir B. G. his executors and adminiſtrators, and every of them, do from time to time, and at all times hereafter freely and clearly acquit, diſcharge, or ſave and keep harmleſs the ſaid G. P. his heirs, &c. and his and their goods, and every of them, againſt the ſaid Sheriff of the City of *London*, and againſt all other perſons whatſoever, of and for the ſaid obligation and condition above-recited, and penalty of the ſaid obligation contained, and every part and parcel thereof, and of and from all actions, ſutes, judgements, executions, condemnations, damages and demands, touching or concerning the ſame, that then, &c. or elſe, &c.

*A Condition wherein the Factor is truly bound to ſerve the Merchant, and no other.*

THE Condition, &c. That if the within-bound I. O. do from the day of the date within-written, unto the end and term of four years from thence next enſuing, and fully to be compleat and ended, well, truly and faithfully ſerve the within-named L. S. and his aſſigns, in the trade and traffick of merchandizes, as well in this Realm of *England*, as in any other parts beyond the Seas; and alſo if the ſaid I. O. at all times hereafter, and from time to time, during the ſaid term of four years, upon the reaſonable requeſt of the ſaid L. S. his executors, adminiſtrators or aſſigns to be made to the ſaid I. O. do make, yield and deliver unto the ſaid L. S. and his aſſigns, as from any other perſon or perſons, by his or their aſſigns, notes and bill of all ſuch ſum and ſums of money, as ſhall

appear upon the foot of every such accompt or reckoning, as shall be so yielded, made and delivered by the said I. O. to the said L. S. his executors, administrators or assigns, in form aforesaid; and further, if the said I. O. at any time hereafter, during the said term of Four years, as the said I. O. shall be Factor, Doer or Agent to the said L. S. and his assigns, by any manner of ways or means, do not traffique or merchandize, or the affairs or business of any manner of person or persons whatsoever, other than the said L. S. and his assigns, without the special licence, consent, will, knowledge and agreement of the said L. S. his executors, administrators or assigns, thereunto first had and obtained in writing, under his and their hand and seal, that then, &c. or else, &c.

*A Condition to pay use for Orphanage or Legacy-money, belonging to Orphans.*

THE Condition, &c. whereas the within-bound A. B. and C. D. on the day of the date within written, have in their hands, possession and custody, the sum of, &c. of, &c. being Orphanage or Legacy-money, appertaining unto E. F. and G. H. Children and Orphans of I. K. late Citizen and Grocer of *London* deceased, for the sure payment whereof at such time or times, as the said Orphans shall be severally capable of their several portions, according the custom of the City of *London*, or according to the days and times limited in the Testament and last Will of the said I. K. Father of the said E. F. and G. H. the said A. B. and C. D. with other Sureties stand obliged and bounden by Recognizance, taken and acknowledged in the Orphans Court of the City of *London*, to the Chamberlain of the said City for the

the time being, in certain competent penalty of certain penalties, according to the custom of the said City: and whereas the charge, education, keeping and bringing up of the said Orphans, is committed unto the said I. K. and S. his wife, Mother of the said Orphans, if therefore the said A. B. and C. D. or either of them, or the executors, administrators or assigns of them, or either of them, do every year yearly, during so long time as the said sum of, &c. or any part thereof shall continue and be in the use and occupation of them the said A. and C. or either of them, or of the executors, administrators or assigns of them, or any of them, do well and truly pay, or cause to be paid to the said I. K. his executors or assigns, for and towards the charge and education of the said Orphans, or of such of them as shall longest continue, and be in his or their Orphanage or Minority, for the use, loan or occupation of the sum of, &c. or of such part thereof, as shall longest continue and be in the use, possession or occupation of them the said A. B. and C. D. or either of them, or the executors or assigns of them, or any of them, after the rate and allowance of 6 l. 13 s. 4 d. of, &c. for every hundred, and so after that rate for a lesser sum, as the cause shall require, the same allowance to be paid quarterly, at the Feests of, &c. yearly by equal portions, at or in the, &c. that then, &c. or else, &c.

*A Condition for the executing of a Goalership.*

THE Condition, That if the within-bound I. W. his executors or assigns, do well and truly execute and use the office of Goalership, in the County of E. and also do well, surely and safely keep all and every such person and persons, now being in the prison

of the Kingdom of *England*, in the ſame County of E. or that hereafter ſhall be committed to the ſaid Goal, or to the ſaid I. W. and further, that if the ſaid I. W. his executors or aſſigns, at his or their proper coſts, do ſafely carry, bring and re-carry all perſons in the ſaid Goal now being, or that at any time hereafter ſhall be Priſoners there, to any ſuch place or places as the ſaid Sheriff, or his aſſigns ſhall appoint or name within the ſaid County of E. and furthermore be truly and diligently attending, aiding and aſſiſting the ſaid Sheriff and his Under-Sheriff and Deputies, at all and every time and times, when any execution ſhall be done within the ſaid County, to and upon any perſon or perſons, attainted, or to be attainted for Treaſon, Felony, Murther, or Hereſie, or otherwiſe, or for any other cauſe, unto the end of the execution. And further, if the ſaid I. W. his executors and aſſigns, do diſcharge and ſave harmleſs the ſaid Sheriff, his heirs, executors, adminiſtrators and aſſigns, againſt the Kingdom of *England*, and againſt all and every other perſon and perſons, and from all manner of eſcapes, damages and loſſes, fines, iſſues and amerciaments, which by the negligence or otherwiſe of the ſaid I. W. his executors or aſſigns, that the ſaid Sheriff ſhall or may in any wiſe be charged or incumbred, or ought to be charged by the Law, by reaſon of the office of the Sheriffwick of the ſaid County, from time to time, and do content and pay to the ſaid Sheriff, his heirs, executors or aſſigns, all ſuch ſum and ſums of money, as the ſaid Sheriff, his heirs, executors or aſſigns ought to pay to the Kingdom, or to any other perſon or perſons, to be due to the ſaid Sheriff, by reaſon of the ſaid office of Goalerſhip, that then, &c. or elſe, &c.

*A Condition for the re-assurance of Lands.*

THe Condition, &c. That if the within-bound A. B. his heirs, executors, administrators and assigns, and every of them, do from time to time, and at all times hereafter, upon the reasonable request, at the costs and charges in the Law of the within-named C.D. make, knowledge and suffer unto the said C. D. his heirs or assigns, or unto such other person or persons, as he or they shall name or appoint, all and every such lawful and reasonable act and acts, thing and things, device and devices in the Law, as by the said C. D. his heirs or assigns, or by his or their Council learned in the Law, shall be reasonably advised or devised, for the assurance and conveying unto him the said C. D. his heirs and assigns for ever, absolutely without any manner of condition or mortgage, all such tenements, lands, meadows, leases, pastures, and hereditaments whatsoever, with all and singular their appurtenances, situate, lying and being in, &c. all which, &c. now are, or late were in the tenure or occupation of, &c. or his assigns, and sometime were in the tenure of, &c. or his assigns, which said lands, tenements, meadows, leases, pastures and hereditaments, were lately conveyed, bargained and sold unto the said A. B. and his heirs by W. M. of, &c. as by an Indenture thereof made between the said W. M. on the one part, and the said A. B. on the other part, bearing date the, &c. last past, before the day within-written, more plainly at large it may appear: And also if the said lands, tenements, meadows, leases, pastures, and hereditaments, and all and singular other the premisses, with the appurtenances, now be, and at all times hereafter shall be free and clearly discharged, or otherwise sufficiently saved and kept harmless by the said A. B. his

heirs, executors and administrators, of and from all and every bargain, sales, leases, titles, troubles and incumbrances whatsoever, had, made or done, or hereafter to be had, made or done by the said A. B. his heirs or assigns, that then, &c. or else, &c.

*A Letter of Attorney contained in the latter end of an Indenture.*

AND furthermore the said G. C. and T. N. have made, ordained, nominated and appointed, and by these presents do make, ordain, nominate and appoint R. B. Esq; and T. W. Gent. their true, sufficient and lawful Attorneys, joyntly and severally for them, and in their names and stead, into and upon all and singular those the said two parts, &c. and other the premisses, or into any part thereof, in the name of the whole to enter, and peaceable and quiet possession and seizin thereof, for them and in their names to take, and after such possession and seizin thereof had or taken, as aforesaid, for them and in their names, stead and places, peaceable and quiet possession, livery and seizin of all and singular the said premisses, or any part thereof, in the name of the whole, to deliver unto the said H. B. his heirs or assigns, or his or their certain Attorney in that behalf, ratifying, allowing and confirming all and whatsoever their said Attorney, or either of them, shall do or cause to be done in or about the premisses by these presents. In witness, &c.

*A Release of a Proviso.*

KNow all men by these presents, That I B. C. of, &c. for divers good causes and considerations me hereunto moving, have remised, released and quit-

quit-claimed, and by theſe preſents for me, my executors, adminiſtrators or aſſigns, do remiſe, releaſe, and for ever quit-claim unto L. M. of, &c. his heirs, executors or aſſigns, as well one proviſo or condition, and all and every the ſum and ſums of money, ſpecified in the ſame proviſo or condition, contained and comprized in one pair of Indentures of bargain and ſale, bearing date the, &c. in the, &c. made between me the ſaid B. C. of the one party, and the ſaid M. L. of the other party, as alſo all and all manner of actions and ſuits, cauſe and cauſes of actions and ſuits, for or concerning the ſaid proviſo. In witneſs, &c.

*A Releaſe of a Covenant mentioned in an Indenture of Leaſe.*

TO all, &c. A. B. of, &c. ſendeth greeting. Whereas in and by one Indenture of Leaſe, bearing date, &c. made between E. B. of the one party, and the ſaid A. B. of the other party, there is contained a Covenant in theſe words following, *viz.* (reciting the Covenant *verbatim*, as therein contained) whereunto relation being had, it doth and may more at large appear: Now know ye, That I the ſaid A. B. for divers good cauſes and conſiderations me hereunto eſpecially moving, have remiſed, releaſed, and quit-claimed, and by theſe preſents for me, my executors and adminiſtrators, do fully and clearly remiſe, releaſe and quit-claim unto the ſaid E. B. his executors and aſſigns, the ſaid Covenant, Grant, Clauſe, Agreement and Article, before rehearſed and mentioned, and all and every other matter, thing and things ſpecified, declared and contained in the ſame Covenant, Clauſe and Agreement, and all the benefit, profit, advantage and commodity, that by any manner of means

may or might arise, grow, come or happen to me the said A. B. for or by reason, or touching or concerning the same Covenant, Clause, Article or Agreement, or any word, sentence, matter, thing or things therein contained; so that the said B. B. his executors and assigns, and every of them, from henceforth for ever, shall be clearly and fully acquitted, released and discharged against me the said E. B. my executor, and administrators, and every of us, of, from, and for the said Covenant, Grant, Clause, Article and Agreement, before rehearsed, and of and for every thing and things touching or concerning the same, and that this present release shall not in any wise extend to any other covenant, clause or article before rehearsed, for and during the said term, &c. In witness, &c.

## *A Bargain and Sale of Woods.*

THis Indenture, &c. between, &c. witnesseth, That the said I. M. for the considerations hereafter in these presents expressed, hath bargained and sold, and by these presents doth bargain and sell unto the said F. M. all those Woods, Under-woods and Trees whatsoever, standing, growing, lying or being in and upon all that wood and wood-ground, called or known by the name of, &c.. in the County of, &c. parcel of the Mannor of, &c. in the same County (except, and always reserved) out of this present Bargain and Sale, unto the said I. M. his heirs and assigns, 50. Trees of Oak to be taken and marked by the said I. M. or his assigns, in such manner as hereafter in these presents is expressed, *viz.* It is agreed between the said parties to these presents, and either of them severally for himself, his executors and administrators, covenanteth and granteth to and with the other of them, his executors

ecutors and administrators, that the said F. M. shall or may first choose ten Oaks, and after the said I. M. to choose ten other, so either of them one after another ten Oaks, until the said I. M. or his assigns, have made choice of the said number of 50. Trees before excepted, in consideration of which said bargain and sale, the said M. F. doth covenant, &c. to and with the said, &c. that he the said F. M. his, &c. shall well and truly pay, &c. unto the said I. M. his, &c. the sum of, &c. on the, &c. at, &c. and further the said I. M. doth covenant, &c. to and with, &c. that it shall and may be lawful to and for the said I. M. his executors and assigns, at all seasonable times of the year, after choice made by the said I. M. or his assigns, to the said 50 Trees to him excepted, as aforesaid, during the space of, &c. next ensuing the date hereof, to fell, cut down and carry away the said Woods, Under-woods and Trees before by these presents bargained and sold, and every of them, except before excepted, and likewise the said F. M. doth covenant, &c. to and with, &c. that he the said F. M. his executors or assigns, shall and will at every felling, of which he or they shall make of the said Woods, Under-woods or Trees, leave standing or growing, so many staddles and stories, as by the Laws and Statutes in that case provided, are or ought to be left, for and in recompence of which staddles and stories so to be left, the said I. M. for him, his executors and administrators, doth covenant, promise, grant and agree to pay, or cause to be paid upon reasonable request unto the said F. M. his executors or assigns, so much money, as by two persons, whereof the one to be chosen by the said I. M. the other by the said F. M. shall be thought reasonable, and by them limited and appointed: And furthermore the said I. M doth covenant, &c. to and with, &c. that if the said F. M. his, &c. do pay, &c. unto the

said

ſaid I. M. his, &c. the ſaid ſum of, &c. at the day, time and place before limited for the payment thereof, and in ſuch manner and form, as aforeſaid, that then one Recognizance, in the manner of a Statute ſtaple, bearing date, &c. taken and knowledged, &c. wherein the ſaid F. M. ſtandeth bound to the ſaid I. M. in the ſum of, &c. ſhall be utterly void, and of none effect. In witneſs, &c.

*An Aſſignment of an Extent upon a Statute.*

THis Indenture made the, &c. between T. O. of, &c. of the one party, and Sir L. L. of, &c. and L. B. of, &c. of the other party, witneſſeth, That whereas T. R. of, &c. R. R. of, &c. and R. B. of, &c. by their Recognizance in the nature of a Statute Staple, bearing date the, &c. taken and acknowledged before, &c. did acknowledge themſelves to owe to the ſaid T. O. the ſum of, &c. payable, as in and by the ſaid Statute or Recognizance more at large appeareth. And whereas alſo certain Writs of extent, bearing date the, &c. in the, &c. were awarded out of the Court of Chancery, being directed to the then Sheriff of the County of *York*, by vertue of which Writ ſo directed into the County of *York*, the ſame then Sheriff did extend all that the Manor or Capital Meſſuage, &c. in the, &c. and divers Lands, Tenements, &c. as in and by an inquiſition thereof, had and taken by the ſaid Sheriff, at R. in the County of *York* aforeſaid, bearing the, &c. then laſt paſt, annexed to the ſaid Writ of extent, and remaining of Record in the High Court of Chancery, more at large it doth and may appear; And whereas alſo afterward Sir M. W. Knight, then Sheriff of the ſaid County of *York*, by vertue

vertue of a Writ of Liberate, likewise directed to the said Sheriff, hath delivered possession and seizin of the said Mannor or Capital Messuage, and of and in divers Lands, Tenements, Meadows, Feedings and Pastures, with their appurtenances in M. aforesaid, in the said County of *York*, &c. unto the said T. O. to have and to hold the said recited premisses in the said Writ mentioned, unto him the said T. O. and his assigns, as his Free-hold, until the said debt of, &c. with costs, charges and damages, should be of the said Mannor, Lands and Tenements so extended and delivered should be paid, as in and by the said Writ of Liberate remaining of Record in the high Court of Chancery, more at large appeareth. Now this Indenture further witnesseth, that the said T. O. for and in consideration of a competent summe of good and lawful money of *England*, to him in hand, at and before the ensealing and delivery of these presents by the said Sir R. L. and L. B. well and truly contented and paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid, and thereof, and of every part and parcel thereof, doth clearly quit, exonerate and discharge the said Sir R. L. and L. B. their heirs, executors, administrators, and every of them for ever, by these presents hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, assign and set over unto the said Sir R. L. and L. B. their executors, administrators and assigns, all the estate, right, title, interest, property, claim and demand whatsoever, which he the said T. O. now hath or had, or may, might or ought to have, of, in or to the said Mannor or Capital Messuage, Lands, Tenements, Hereditaments and Premisses in M. aforesaid, and of, in and to the moity, &c. and of, in and to every part and parcel thereof, with the appurtenances, by force and vertue of the

said

ſaid extent, inquiſition and Liberate aforeſaid, and every or any of them, or in them, or any of them contained, to have and to hold, occupy, poſſeſs, receive, take and enjoy the ſaid Mannor of M. the ſaid moity of, &c. and all and ſingular other the premiſſes before mentioned, with their appurtenances, together with all rents, iſſues, profits, commodities and advantages thereof whatſoever unto the ſaid Sir R. L. and L. B. their heirs and aſſigns, to the only proper uſe and behoof of them the ſaid Sir R. L. and L. B. their heirs and aſſigns for ever, for and during the term and continuance of the ſaid Extent, until the ſaid ſum of, &c. with the coſts, damages and charges be out of the ſaid Mannor, and other the premiſſes extended, as aforeſaid, fully ſatisfied, contented and paid, as is aforeſaid. In witneſs, &c.

### *A Condition for finding Apparel for an Apprentice by his friends.*

THe Condition, that whereas I. R. ſon of the within bound E. R. by his Indenture of Apprenticeſhip, bearing date, &c. laſt paſt, before the date within-written, hath put himſelf Apprentice to the within-named H. S. to the Art which he now uſeth, and with him to ſerve and dwell after the manner of an Apprentice, from the day of the date of the ſame Indenture, for and during the term of eight years from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture may appear: And whereas it is intended and agreed upon by and between the ſaid E. R. and H. S. that he the ſaid E. R. his executors or adminiſtrators, or ſome of them, ſhall from time to time, and at all times, during the ſaid term of eight years, find and provide to and for the ſaid I. K. good, ſufficient and neceſſary rayment and Apparel, as Doublet, Hoſe, Shooes, Stockings, Shirts, Bands, Cloak, Hat, and all things

things needful and convenient for such an Apprentice: If therefore the said E. R. his executors, administrators or assigns, do and shall yearly, and every year, at or before the Feast of *Easter*, during all the said term of, &c. find and provide to and for the said I. R. such sufficient Rayment and Apparel, as aforesaid, and at all other time and times needful, during all the said term, or otherwise in default thereof, well and truly pay, or cause to be paid unto the said H. S. his executors, administrators and assigns, at or in, &c. the sum of 3 l. 6 sh. 8 d. of, &c. for and towards the said Apparel, on or before the said Feast-day of the Ascension of our Saviour, in every year yearly, during the said term, without fraud or coven, that then this, &c.

### *A Condition to save harmless from a Bond.*

THE Condition of this, &c. That if the within-bound L. D. his executors, administrators or assigns, or any of them, do and shall on this side, or before the, &c. next coming, clearly acquit and discharge the above-named E. A. his executors and administrators, out of, and from all and every Bond and Bonds, Obligation and Obligations whatsoever, wherein and whereby the said E. A. standeth jointly obliged and bounden with the said L. D. to any person or persons whatsoever, for payment of any sum or sums of money, that then, &c.

### *A Condition for Money (given by Will) to be lent* gratis.

THE Condition, &c. That whereas A B. &c. by his last Will and Testament bearing date, &c. did give and bequeath unto the Parson and Church-war-

dents of the Parish of, &c. the sum of, &c. to be lent unto young men of the said Parish, upon sufficient Sureties for two years *gratis*, & so from two years to two years, to some other young men of the same Parish, by 10 l. a man, without paying any consideration for the same, as by the same Will more at large may appear, of which said sum of, &c. the within bound W. L. the day of the date within written, hath had and received 10 l. according to the meaning of the said Will; if therefore the said W. L. his executors, administrators or assigns, or any of them, do well and truly content and pay, or cause to be paid unto the within-named H. I. T. I. and R. I. or any of them, their or any of their executors, administrators or assigns, the said sum of, &c. on the, &c. which shall be in the year of our Lord God, 1631. at or in, &c. that then this, &c.

*A Condition that one Executor shall not release any of the Testators Debts or Goods, without the consent of the other Executor.*

THE Condition, &c. That whereas I. H. of, &c. by his last Will and Testament, bearing date the, &c. published and declared in writing, did make and ordain the within-named E. W. and the within-bound K. E. his executors of the same his last Will and Testament, and afterwards dyed, after whose death the administration of all and singular the goods, chattels, credits and debts, which of late were the said I. H. were and are lawfully committed unto the said E. W. and K. E. if therefore the said K. E. hath not at any time or times heretofore, neither he the said K. his executors nor administrators, nor any of them, shall at any time or times hereafter remise, release, or otherwise discharge any of the debts, duties, specialties,

sum

ſum and ſums of money, or other thing whatſoever, due and owing to the ſaid I. H. at the day of his death, or yet any of the action or actions, ſutes, plaints, pleas, proceſſes, judgements or executions whatſoever had, commenced, brought, or at any time or times hereafter, to be ſued, had, commenced, brought, purſued, or executed by vertue of the ſaid Will, againſt any perſon or perſons whatſoever, for or by reaſon of any of the ſame ſpecialties, ſum or ſums of money, debts, duties, or other things due and payable, as aforeſaid, or otherwiſe diſcontinue by non-ſute or *retraxit* in the ſame action or Actions, and Sutes aforſaid, or any of them, ſo commenced or brought, or to be ſued in form aforeſaid, without the eſpecial licence, conſent and agreement of the ſaid E. W. his executors or adminiſtrators, firſt had and obtained in writing, ſigned and ſealed with his, their or ſome of their hands and ſeals, that then, &c.

*A Condition that one ſhall not become bound for any perſon, by Writting or Promiſe, without conſent.*

THe Condition, &c. that if, &c. A. B. ſhall not at any time or times hereafter, by his writing obligatory, ſigned or ſealed with his hand, make or ſeal, or by any other writing or bale, promiſe or contract whatſoever, or otherwiſe ſolely by himſelf, or joyntly or ſeverally, with any perſon or perſons, become or ſtand bound as Surety with, to or for any perſon or perſons, in or for payment of any ſum or ſums of money, to any manner of perſon for the debt, duty, or any cauſe whatſoever, of any perſon or perſons whatſoever (above the ſum of 40 l. of, &c.) other than for his own only debt, duty or cauſe, without the

the ſpecial conſent, aſſent and licence of the within-named C. D. firſt had and obtained in writing, under his hand and ſeal, that then, &c.

*A Condition to ſurrender Land, or pay money in lieu thereof.*

THE Condition, &c. That if, &c. A. I. and his heirs, or ſome of them, within the ſpace of, &c. next enſuing the date hereof, upon reaſonable requeſt to him or them made, by the within-named R. H. his heirs or aſſigns, or any of them, and at his or their coſts and charge in the Law, do make and procure, or cauſe to be made and procured, to the uſe of the ſaid R. H. and his heirs for ever according to the cuſtom of the Mannor of, &c. ſufficient and lawful ſurrender and aſſurance, of and in one Meſſuage or Tenement cuſtomary, ſometimes called the, &c. with all barns, ſtables, orchards, gardens, and other the appurtenances to the ſame adjoyning and belonging, ſituate, &c. diſcharged or ſaved harmleſs from all former ſurrenders, charges and incumbrances, made, done or committed by him the ſaid A. I. or his heirs, or by any other perſon or perſons, by whom ſuch ſurrender ſhall be ſo made, the fine or fines, for or by reaſon of ſuch ſurrender or admiſſion upon the ſame, & the rents and ſervices from henceforth to be due to the Lord or Lords of the ſaid Mannor of whom the premiſſes are holden, or by parcel (only excepted and foreprized) and if in caſe the ſaid R. H. or his heirs, within the ſpace of, &c. now next enſuing, ſhall diſlike to accept of ſuch ſurrender, and ſhall not make any ſuch requeſt for the ſame, as is aforeſaid, then if in lieu and recompence thereof, the ſaid A. I. his heirs, executors, adminiſtrators or aſſigns, or any of them, do at the end of the

ſame

same year now next ensuing, at the furthest within three months then next following, well & truly pay or cause to be paid unto the said R. H. his executors or assigns, at or in, &c. the sum of &c. of lawful, &c. without fraud or coven; that then, &c.

*A Condition, &c. to keep Peace.*

THe Condition, &c. that if, &c. B. W. at all times hereafter do well and honestly bear and behave himself as well in word as in deed towards the within-named J. R. and all his, as any honest man ought to do, and also if the same B. W. at all times hereafter do keep the, &c. in his own proper person towards the said J. R. and all his; and further if the said B. W. at no time hereafter, do vex, sue, molest or trouble, or cause to be sued, vexed, molested or troubled, the said J. in his body, goods, or otherwise, by any manner of means, for any matter, cause or thing, whatsoever it be, that then, &c.

*A Condition to justifie all such Actions as shall be commenced by vertue of a Letter of Attorney, and not to release, &c.*

THe Condition, &c. That if, &c. W. L. his, &c. de at all times hereafter, and from time to time justifie, averre, maintain & allow such actions, sutes, writs, pleas, plaints, premises, condemnations, judgements, executions and demands, as the within-named E. S. his, &c. shall at any time hereafter commence, exhibit, procure or prosecute by force of a Letter of Attorney, bearing the date within-written, made from the said W. L. to the said E. S. against all or any the person or persons, or debtors there in named, their heirs, executors or administrators, for the recovery of the several sums of money, by every of them severally owing, mentioned in the

said Letter of Atturney, to the only use therein specified. And do permit and suffer the said E. S. his, &c. to recover and receive all and every the said debts and sums of money, and the costs, damages, profits of suits, and other commodities and advantages, to come or grow any way by the same, to the use of the said E. S. his, &c. for ever, without account, without release, acquittance, discharge, non-suite, countermand, disavowry, retraction, or other avoiding of the same persons, sums of money, debts, suits or other demands, accruing upon the same without the consent of the said E. S. his, &c. first had and obtained for the same, that then, &c.

### *A Condition to pay money according to a Proviso in a Bill of sale.*

THe Condition, &c. That whereas the within-bound R. H. by his Bill of sale, bearing date the day of the date within written, hath bargained, sold and delivered in plain and open market, according to the custom of the City of *London*, unto the within-named T. C. three gilt bowls, weighing 60. ounces, &c. to have and to hold, with a proviso contained in the said Bill of sale, that if the said R. H. his, &c. do pay, &c. unto the said, &c. that then this, &c. as by, &c. And whereas the said T. C. doth esteem and value that the said 3 gilt bowls, &c. nor to be worth the said sum of, &c. contained in the said Bill of sale; if therefore the said R. H. his, &c. do pay, &c. unto the said T. C. his, &c. the said sum of, &c. on the day, and at the place mentioned in the said Proviso, and thereby redeem the premises out of the hands and possession of the said T. C. his, &c. that then, &c.

*A condition to do ones endeavour for the recovery of the Debt againſt the Surety.*

THe Condition, &c. That whereas the above-bound J. H. hath obtained ſeveral Judgements againſt M. W. Eſq; and T. B. Gent. upon one Obligation, wherein the ſaid T. B. and M. W. ſtand bound unto the ſaid J. H. in the ſum of 215 *l.* with condition for payment of 107 *l.* 10. *ſh.* as by the Records remaining in the Court of Common-Pleas at *Weſtminſter* may appear; If therefore the ſaid J. H. his executors, adminiſtrators and aſſigns, do and ſhall from time to time, and at every time and times hereafter, do and uſe his and their beſt means and endeavours, with effect, by writ or writs of execution, or by other writs or means, lawfully to recover and receive of the ſaid M. W. his heirs, executors or adminiſtrators, or of his or their lands, tenements, goods, chattels or hereditaments the ſaid ſum of 215 *l.* and coſts of ſute heretofore obtained by Judgement, as aforeſaid, without releaſing the ſaid ſum of money as aforeſaid, or any part thereof, except it be by agreement and conſent of the ſaid H. B. his executors, adminiſtrators and aſſigns, or alſo do, and ſhall well and truly pay, or cauſe to be paid unto the ſaid H. B. his executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. and coſts of ſute, or ſo much thereof as ſhall be received by the ſaid J. H. his executors, adminiſtrators or aſſigns of the ſaid M. W. his heirs, executors or adminiſtrators, or his or their goods, chattels, lands or tenements, upon or by reaſon of the ſaid Judgement, and that within two months, next after he or they ſhall have received the ſame without fraud or coven, that then, &c.

*A Condition for quiet enjoyment of a Meſſuage ſold.*

THe Condition, &c. that if the within-named J. M. his heirs and aſſigns, and every of them ſhall and may for evermore from henceforth peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all that meſſuage, tenement and lands, ſcituate, lying & being in, &c. and every part and parcel thereof mentioned to be bargained and ſold, by the within-bound R. W. to the ſaid J. M. in and by a certain Indenture of bargain and ſale, bearing date the day of the date within-written, made between the within-bound R. W. and A. his wife on the one part, and the above-named J. M. on the other part, clearly diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all and all manner eſtates, titles, charges and incumbrances whatſoever, at any time heretofore had, made, committed, permitted, ſuffered or done by the ſaid W. or by his means or procurement, that then, &c.

*A Condition to pay a yearly ſum of money for a Wives Joynture during her life.*

THe Condition, &c. that if the above-bound P. P. his heirs, executors, adminiſtrators or aſſigns, or any of them, do well and truly pay, or cauſe to be paid unto K. the now wife of the ſaid T. P. for and in the name of her Joyniture, yearly and every year for and during the term of the natural life of the ſaid K. if ſhe ſhall ſurvive and over-live the ſaid T. P. her husband, the yearly ſum of, &c. at four moſt uſual Feaſts in the year, that is to ſay, at, &c. by even and equal portions, the firſt payment thereof to begin and to be made at the Feaſt of the ſaid Feaſts which ſhall firſt and next happen after the death of the ſaid T. P. if ſhe the ſaid K. ſhall be then living, and alſo if when any of them, the Surety

of the ſaid T. P. ſhall happen to die or depart this natural life, the ſaid K. living, the ſurvivor of them, within one month next after his death, ſhall procure one ſufficient Surety to become bound with the then ſurviving Obligor in the like ſum, and under the ſame condition, and ſo from time to time during the life of the ſaid K. upon the ſealing and delivery of every which new Bond, the former Bond to be delivered to the ſurvivor to be cancelled, that then, &c.

*A Condition to endeavour to diſcharge an Obligation by a day.*

THE Condition, &c. That if, &c. do and ſhall uſe his beſt endeavour for and in diſcharge of one obligation, bearing date the, &c. wherein the within-named D. W. and B. B. of, &c. are and ſtand bound unto the ſaid M. B. deceaſed, in the ſum of 100 *l.* for payment of 52 *l.* at a day already paſt, and do thereof acquit and diſcharge the ſaid D. W. and B. B. and either of them, their and either of their executors, adminiſtrators and aſſigns, of and from all actions, ſutes, troubles, coſts and charges whatſoever, of, for and concerning the ſaid obligation, or ſums of money therein contained, that then this, &c.

*A Condition, reciting an abſolute bargain and ſale is made to one for the Indempnity of a Bond, if the money be paid upon the Bond, the Grantee is bound to re-aſſure.*

THE Condition, &c. That whereas the within-named J. T. by his deed indented, bearing date the day of the date within written, for the indempnity, diſcharge and ſaving harmleſs of the within-bound Sir M. W. his heirs, executors and adminiſtrators, of, for, from & concerning one obligation, bearing date the, &c. within-

written, wherein the ſaid Sir M. W. for the only debt of the ſaid J T. together with the ſaid J. T. is and ſtandeth bound unto E. P. Eſq; in the ſum of, &c. with condition for payment of &c. on the, &c. next coming, hath granted, bargained, ſold and confirmed unto the ſaid Sir M. W. his heirs and aſſigns for ever, all that Cloſe, &c. with the appurtenances, called or known by the name of &c. ſcituate, lying and being in, &c. as by the ſame deed inrolled in the high Court of Chancery amongſt divers other things therein contained, may more at large appear; if therefore the ſaid Sir M. W. his heirs or aſſigns, in whom the eſtate of the before-mentioned premiſes is or ſhall be veſted or ſetled, do and ſhall upon reaſonable requeſt to him of them to be made in that behalf by the ſaid J. T. his heirs or aſſigns, (after that the ſaid J. T. his heirs, executors, adminiſtrators or aſſigns ſhall have paid the ſaid 104l. and acquitted and diſcharged the ſaid Sir M. W. his heirs, executors, adminiſtrators and aſſigns, of and from the ſaid obligation, and the ſum and ſums of money therein contained) at the coſts and charges in the Law of the ſaid J. T. his heirs or aſſigns, re-convey and re-aſſure unto the ſaid J. T. his heirs and aſſigns for ever, the ſaid Cloſe called, &c. with the appurtenances, with warranty therein to be contained againſt the ſaid Sir M. W. his heirs and aſſigns only, ſo as he or they be not compelled to travel for the making of the ſaid aſſurance, further than the place of his or their abode and reſidence at the time of ſuch requeſt made, that then, &c.

*A Condition, (reciting a ſurrender of Land upon condition) that if the money be not paid according to the condition, the Obligor may enjoy the Lands, &c.*

THe Condition, &c. That whereas the within-bound T. I. hath the day of the date within-written, ſurrendred into the hands of the Lord of the Mannor of H. in the County of, &c. out of Court, by the hands of A. B. and C. D. two of the cuſtomary tenants of the ſaid Mannor, according to the cuſtom of the ſaid Mannor, one meſſuage or tenement, &c. with all and ſingular their and every of their appurtenances, now or late in the tenure or occupation of the ſaid T. I. his aſſign or aſſigns, to the only uſe and behoof of the within named F. A. and of his heirs and aſſigns for ever, according to the cuſtome of the ſaid Mannor; nevertheleſs upon condition of non-payment of, &c. at or in, &c. as by the ſame ſurrender more at large appeareth; if therefore the ſaid F. A. his heirs and aſſigns, and every of them, ſhall or may from time to time, and at all times for ever, from and after default made in payment of the ſaid ſum of, &c. at the day and place appointed for payment thereof, as aforeſaid, lawfully, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſame meſſuage or tenement, lands, and all and ſingular other the premiſes, in and by the ſaid ſurrender mentioned and expreſſed, clearly and abſolutely acquitted and diſcharged, or otherwiſe by the ſaid T. I. and his heirs, ſufficiently ſaved and kept harmleſs, of and from the Joynture, dower and thirds of K. now wife of the ſaid T. I. to be claimed or challenged, of or in the ſaid premiſes, or any part thereof, and of and from all and all manner of former and other bargains, contracts, ſurrenders, and other charges, titles, troubles and incumbrances whatſoever, by the ſaid T. I. his heirs and aſſigns, in any wiſe

heretofore had, made, committed, ſuffered or done, or to be had, made, committed, ſuffered or done, the rents and ſervices to the chief Lord or Lords of the Fee thereof, and from thenceforth growing due therefore, only excepted and fore-prized, that then, &c.

*A condition that whereas one hath an Annuity iſſuing out of the Mannor of, &c. which ſaid Annuity he hath releaſed, &c. for payment of, &c.*

THe Condition, &c. That whereas the within-bound J. B. hath and holdeth for the term of his natural life, of the grant of the within named R. L. one annuity or yearly rent of, &c. by the year, iſſuing and going out of the Mannor of, &c. and out of certain other lands, tenements and hereditaments, in the County of, &c. as by the ſame grant thereof made, more at large it doth and may appear; which ſaid annuity or yearly rent of, &c. the ſaid J. B. by his deed indented, bearing date the day of the date of theſe preſents, hath bargained, ſold and releaſed unto the ſaid R. L. upon and under a certain condition in the ſame deed indented, expreſſed, as by the ſame alſo it doth and may appear; if therefore the ſaid J. B. hath not at any time before the enſealing and delivery of the ſaid deed indented, bargained, ſold, given, granted, aſſigned or ſet over, or by any other means incumbred the ſaid annuity or yearly rent of 100 *l.* or any parcel thereof, that then, &c.

*A Condition, whereas the Obligee hath owing by one a ſum of money, which is to be paid to a Creditor of the Obliger, who is bound to repay within ten days after notice of the receipt.*

THe Condition, &c. That whereas the within-named J. F. hath remaining in the hands and cuſtody of G. &c. the ſum of, which ſum of, &c. the ſaid J. F. is contented at the requeſt and deſire of the within-bound J. &c. ſhall be paid and delivered by the ſaid G. &c. unto one L. &c. If therefore the ſaid, &c. his executors, adminiſtrators or aſſigns, do well and truly pay, or cauſe to be paid unto the ſaid J. F. &c. his executors, adminiſtrators or aſſigns, at or in, &c, the ſaid ſum of, &c. within ten days next after the ſaid J. F. his executors, adminiſtrators or aſſigns, ſhall give ſufficient notice or teſtimony unto the ſaid, &c. his executors, adminiſtrators or aſſigns from the ſaid J. teſtifying that he the ſaid L. hath received the ſaid ſum of, &c. of the ſaid, &c. as aforeſaid, without fraud or coven, that then, &c.

*A condition where a Bond is aſſigned, and that if the Obligees in the aſſigned Bond do not pay, then the Obligee in this is bound to pay, &c.*

THe Condition, &c. That whereas the within-bound A. B. hath by his deed in writing, bearing date, &c. aſſigned over unto the within-named C. D. one Obligation bearing date the, &c. wherein E. F. and G. H. ſtand bound unto the ſaid A. B. in the ſum of, &c. with condition of payment of, &c. on the, &c. at, &c. as by the ſame deed of aſſignment and obligation may appear, if in caſe the ſaid E. F. and G. H. their executors, adminiſtrators or aſſigns, do

not

not pay unto the ſaid C. D. his executors or aſſigns, the ſaid ſum of, &c. on or before the, &c. with ſuch conſiderations as ſhall be therefore due; if then the ſaid A. B. his executors, adminiſtrators or aſſigns, do well and truly pay, or cauſe to be paid unto the ſaid C. D. his executors, adminiſtrators or aſſigns, on the, &c. at or in, &c. the ſaid ſum of, &c. with conſideration for the ſame, after the rate of 8 *l. per cent.* to be accompted from the day of the date within-written, until ſuch time as the ſame ſhall be fully paid, that then, &c.

### *A Condition upon an Attachment.*

THe Condition, &c. that whereas the above-named Sir R. L. Knight, is to pay unto Sir M. R. of, &c. the ſum of 150 *l.* of, &c. upon Bond, bearing date on or about the, &c. laſt paſt, before the day of the date above-written: and whereas the day of the date above-written, the above-bound W. S. hath attached the ſaid ſum of, &c. in the hands of the ſaid Sir R. L. If therefore the ſaid W. L. his executors, adminiſtrators and aſſigns, and every of them do and ſhall at all times hereafter, and from time to time, well and ſufficiently ſave, defend, keep harmleſs and indempnified the ſaid Sir R. L. his heirs, executors, adminiſtrators and aſſigns, and every of them, as well againſt the ſaid Sir M. R. his executors, adminiſtrators and aſſigns, as againſt all and every other perſon and perſons, for or concerning the ſaid obligation, or any ſum or ſums of money therein contained, and of and from all and all manner of actions, arreſts, ſutes, coſts, loſſes, chattels, forfeitures, payments and detriments whatſoever, which ſhall or may be commenced, or happen againſt the ſaid Sir R. L. his goods or chattels, for or by reaſon of the non-payment of the ſaid ſum of, &c. unto the ſaid Sir M. R. his executors,

cutors, administrators or assigns, on the said, &c. in regard the same is attached by the said W. S. as aforesaid, that then, &c.

*A Condition to pay Rent quarterly for certain Rooms, &c.*

THe Condition, &c. That if J.A. of, &c. the within-bound J P. and T.A. or any of them, their or any of their executors, administrators or assigns, do well and truly pay, or cause to be paid unto the within-named G. P. his executors, administrators or assigns, the yearly sum of, &c. for those Rooms, parcel of the capital Messuage, scituate, &c. wherein the said J.A. now inhabiteth, for and during the full term of, &c. to be accompted from the, &c. last past, before the date within-written, at the four most usual Feasts or Terms in the year, that is to say, at the Feast of, &c. or within ten days next ensuing every of the said Feasts, by even and equal portions, at or in, &c. the first payment to begin and to be made at the Feast day of, &c. next ensuing the date within-written, or within ten days next ensuing the same Feast, that then, &c.

*A Condition to surrender Land to certain uses.*

THe Condition, &c. That if the above-bound M. W. S. W. and J. W. and every of them and their heirs, do and shall at the next Court to be holden for the Mannor of W. in the County of, &c. which shall be after request made by the above-named A. L. her heirs or assigns the said request being made eight days before any such Court be holden, surrender into the hands of the Lord of the said Mannor, to the only use and behoof of the said A. L. her heirs and assigns for ever, according to the custom of the said Mannor, all that

that little Close or Land with the appurtenances, lying and being in place called G. in the County of E. being Copy-hold Land of the said Mannor, the same premises being at the time of the said surrender to be made freely and clearly acquitted and discharged, of and from all former surrenders, grants and incumbrances whatsoever, that then, &c.

*A Condition, that the Sheriff executing a Writ, may detain out of the Goods and Lands extended, so much money, &c.*

THE Condition, &c. That whereas the within-bound R. W. the day of the date hereof, hath delivered to the hands of the within-named G. M. and W. M. the Writ of execution, for levying and extending the goods, chattels, and moyety of the lands, tenements and hereditaments of one Sir W. M. of, &c. to and for the use of the said R. W. whereby the same R. may be satisfied of the sum of 200*l.* mentioned in the said Writ, if in case the said G. M. and W. M. or either of them, do lawfully execute, or cause to be lawfully executed the said Writ, according to the nature, meaning and purport thereof, by the impannelling of twelve lawful and indifferent men to be sworn of the Contents of the said Writ, if then the said R. W. his executors and administrators, do quietly permit and suffer the said Sheriff or Under-Sheriff to have, take, receive and detain, to his and their own proper use and behoof, out of such moneys, goods or chattels, as shall be had, levied or received by vertue of the said Writ, or the execution thereof, as much in lawful money of *England*, or other benefit as they or the said Sheriff, or Under-Sheriff, or one of them

them shall think reasonable or sufficient for their satisfaction, of and for such travel, pains or charges as they shall be at in and about the execution of the said Writ and Extent thereupon to be had or made, otherwise within, &c. next after the said Writ shall be executed, and return thereof made accordingly, do pay, or cause to be paid unto the said Sheriff, or Under-Sheriff, or their Deputy or Deputies, so much lawful money of *England*, as they shall for the causes aforesaid reasonably demand, that then, &c.

### *A condition to save harmless from a Bond of Arbitrement.*

THE Condition, &c. That if the above-bound A. D. his executors and administrators, or any of them, do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmless and indempnified the above-named G. M. his heirs, executors and administrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from and concerning one Obligation, bearing date the day of the date above-written, wherein the said G. M. at the request of the said A. D. is and standeth bound unto R. M. Gent. in the summe of 100 *l.* with condition there-under written, that the said A. D. abide the award of W. N. and T. B. Esquires, Arbitrators, and of and from all actions, sutes, arrests, costs, charges and demands whatsoever, concerning the premises, without fraud or coven, that then, &c.

*A Condition where Purchaſe-money is to be paid at two payments, if default be made in the firſt, the whole with allowance to be paid at the ſecond.*

THe Condition, &c. That whereas in and by one pair of Indentures, bearing date the day of the date within-written, made between the within-named A. L. of the one party, and the within-bound J. I. of the other party, the ſaid J. I. is to pay to the ſaid A. L. the ſum of 200 *l.* of, &c. on the, &c. at or in, &c. being the firſt payment of the ſumme of, &c. which the ſaid J. I. is to pay unto the ſaid A. L. for the Purchaſe of the Keeperſhip, Herbage and Pannage of B. Park of, &c. in the County of, &c. as by the ſaid Indenture may more at large appear: and if it ſhall happen the ſaid J. I. his executors, adminiſtrators and aſſigns, to make default in payment of the ſaid ſum of 200 *l.* unto the ſaid A. L. his executors, adminiſtrators or aſſigns, on the ſaid, &c. next coming, contrary to the tenor of the ſame Indenture, then if the ſaid J. I. his executors, adminiſtrators or aſſigns, do well and truly pay, or cauſe to be paid unto the ſaid A. L. his executors, adminiſtrators or aſſigns, the full ſum of, &c. on the, &c. at or in &c. without fraud or coven, that then, &c.

*A Condition where money is lent upon a Bond, and a Letter of Attorney to receive the money due upon the Bond, the Obligor in this Bond is to pay, &c.*

THe Condition, &c. That whereas A. B. of, &c. and C D. of, &c. by their Obligation bearing date the, &c. in the, &c. are and ſtand joyntly and ſeverally bound unto E. F. &c. in the ſum of, &c. for payment of,

of, &c. on the, &c. at, &c. as by the ſaid Obligation and Condition thereupon made, more at large appeareth. And whereas J. F. by his Letter of Atturney bearing date the, &c. in the, &c. did make, ordain and conſtitute the within-bound P. V. his lawful Atturney, irrevocable to aſk, levy, recover and receive to his own proper uſe and behoof, of the ſaid A. B. and C. D. or either of them, the ſaid ſum of, &c. on the, &c. according to the tenor of the ſaid Obligation, as by the ſaid Letter of Atturney more at large likewiſe appeareth: upon which ſaid Obligation and Letter of Atturney, the within-named H. B. hath lent unto the ſaid P. V. the full ſum of, &c. and hath aſſigned the ſaid Condition over unto the ſaid H. B. with the ſaid Letter of Atturney ſo made unto the ſaid P. V. by the ſaid E. F. as aforeſaid; if in caſe therefore the ſaid ſum of, &c. be not well and truly paid to the ſaid H. B. his executors or aſſigns, at or upon the ſaid, &c. next enſuing the date hereof, by the ſaid A. B. and C. D. or one of them, according to the true intent and meaning of the ſaid recited Obligation and Condition hereof, to the proper uſe and behoof of the ſaid H. B. then if the ſaid P. V. and the within-bound M. C. or either of them, or the heirs, executors or aſſigns of them, or either of them, do and ſhall well and truly repay, or cauſe to be repaid unto the ſaid H. B. his executors or aſſigns, the ſum of, &c. on the, &c. at or in, &c. in lieu of the ſaid, &c. ſo to be paid as aforeſaid by the ſaid A. B. and C. D. that then, &c.

A

*A Condition that the Obligor ſhall pay, &c. within three months next after default of payment made by another.*

THe Condition, &c. That whereas Sir F. C. of, &c. Knight, by his Obligation, bearing date the day of the date above-written, is and ſtandeth bound unto the above-named R. N. in the ſum of, &c. for the true payment of, &c. on the, &c. next enſuing the date above-written, at or in, &c. as by the ſame Obligation may appear; and foraſmuch as the ſaid R. N. hath credited the ſaid F. C. for the ſaid ſum of, &c. at the requeſt of the above-bound A. M. and upon his the ſaid A. M's promiſe, and undertaking to pay unto the ſaid R. N. his executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. within three months next after the day of, &c. with conſideration for the forbearance thereof, after the rate of 8 *l. per cent.* (in caſe the ſaid Sir F. C. his executors, adminiſtrators or aſſigns, do not pay the ſaid, &c. on the ſaid, &c. next coming) if therefore the ſaid F. C. his executors, adminiſtrators or aſſigns, do not well and truly pay, or cauſe to be paid unto the ſaid R. N. his executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. on the ſaid, &c. next following, and at the place of payment aforeſaid, then if the ſaid A. M. his executors, adminiſtrators or aſſigns, do not well and truly pay, or cauſe to be paid unto the ſaid R. N. his executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. on the ſaid, &c. then next enſuing, and at the place and payment aforeſaid, he the ſaid R. N. his executors, adminiſtrators or aſſigns, upon the payment or receipt thereof, delivering up unto the ſaid A. M. his executors, adminiſtrators or aſſigns, the ſaid Obligation, wherein

the ſaid F. B. ſtandeth bound unto him, as aforeſaid, that then, &c.

*A Condition that if the Obligee do not receive the ſum of, &c. of the, &c. according to a Letter of Attorney, then the obligator to pay the ſaid ſum in the, &c. next after.*

THE Condition, &c. That whereas the above-bound T. P. hath by Deed or Letter of Attorney, bearing date the day of the date above-written, authorized and appointed the above-named G. M. to ask and receive, of and from the Commiſſioners appointed for the payment of moneys to Souldiers the full ſum of 17 l. of, &c. as by the ſame Letter of Attorney may at large appear; if therefore the ſaid G. M. his executors, adminiſtrators or aſſigns, ſhall not receive the ſaid ſum of 17 l. from the ſaid Commiſſioners, on or before the, &c. next enſuing the date within-written, then if the ſaid T. P. his executors, adminiſtrators or aſſigns, do well and truly pay, or cauſe to be paid unto the ſaid G. M. his executors, adminiſtrators or aſſigns, the ſaid ſum of 17 l. &c. on the, &c. next enſuing the date above-written, at, &c. without fraud or coven, that then, &c.

*A Condition where a Letter of Attorney is recited, he to whom it is made is bound not to proſecute any ſute againſt the perſons in the Letter of Attorney mentioned, on or before, &c.*

THE Condition, &c. That whereas the above-named H. H. by his Deed or Letter of Attorney, bearing date the day of the date above-written, hath authorized the above-bound T. K. to be his true and lawful Attorney, to obtain, receive and

take, of and from the ſaid Sir I. W. Knight, and T. M. Eſq; their heirs, executors, adminiſtrators or aſſigns, all that ſum of 200 l. due by obligation, and a Judgment of 260 l. thereupon recovered in the Court of the Upper Bench at *Weſtminſter*, in which obligation the ſaid T. M. T. S. and the ſaid I. S. ſtand bound to T. H. widow, lately deceaſed, in the ſum of 200 l. as by the ſame Deed or Letter of Attorney, amongſt divers clauſes and things therein contained, may more at large appear; if therefore the ſaid T. K. his executors, adminiſtrators or aſſigns, or any of them, do not or ſhall not, from henceforth at any time or times hereafter, before the 12. day of *December*, next enſuing the date above-written, proſecute or ſue forth, or cauſe to be proſecuted or ſued forth, any Writ or Writs, or other proceſs or proceedings whatſoever, againſt the ſaid T. M. his executors, adminiſtrators or aſſigns, for, concerning, or by reaſon of the ſaid recited obligation or Judgment, or either of them, nor do or aſſent unto any other act or acts, device or devices whatſoever, whereby or by reaſon whereof the ſaid T. M. his heirs, executors, adminiſtrators or aſſigns, or his or their Lands, Tenements, Goods or Chattels, may in any wiſe be prejudiced, troubled or vexed, except it be by and with the aſſent, conſent and agreement of the ſaid H. H. his executors, adminiſtrators or aſſigns in that behalf firſt had and obtained in writting under his hand and ſeal, that then, &c.

*A Condition for payment of money within ten dayes next after delivery of aſſurance of Land.*

THE Condition, &c. That if the within-bound K. T. his heirs, executors, adminiſtrators or aſſigns,

ſigns, or any of them, do pay, or cauſe to be paid, unto the within-named H. E. the full ſumme of 100 l. within ten dayes next after that he the ſaid H. E. or his heirs, ſhall make and deliver, or cauſe to be made and delivered unto the ſaid I. T. or his heirs, a good, perfect and lawful aſſurance in the Law, in Fee-ſimple, of and in certain Lands, Tenements and Hereditaments lying and being in D or elſewhere in the County of S. amounting in the whole to the yearly value of 40 l. according to the tenor and plain meaning of certain Articles indented, bearing date the day of the date of theſe preſents, made between the ſaid H. E. of the one party, and the ſaid I. T. of the other party, that then, &c.

*A Condition to procure one to ſeal the Counterpart of an Indenture.*

THe Condition, &c. That if I. I. Son of the above-bound R. I. do and ſhall, when ſhe ſhall accompliſh the full Age of Twenty one years, upon requeſt to him made, ſign and deliver, as his act and deed, unto the uſe of the within-named G. C. and H. C. the Counterpart of one Indenture bearing date, &c. made between, &c. and the ſaid Counterpart being ſo ſealed and ſigned, as aforeſaid, ſhall deliver or cauſe to be delivered, unto the ſaid G. C. his, &c. ſafe, whole, uncancelled and undefaced, that then, &c.

*A Condition to permit the Obligee to receive Rents and Tythes to his own houſe.*

THe Condition, &c. That if the within-named N. B. his executors, adminiſtrators or aſſigns, ſhall and may at all times, hereafter, and from time

to time, ask, collect, gather, perceive, receive, take, keep and enjoy to his and their own only use and behoof, all and all manner of rents, issues, tythes, fruits, obligations, obventions, offerings, profits, commodities and advantages whatsoever they be, and of what quality, nature, kind or condition the same be, now belonging or appertaining, and now being due, or which hereafter shall belong, appertain, grow or become due to W. A. Clerk, as Parson of the Parish-Church of, &c. out of or belonging to the Parsonage of, &c. or any parcel thereof, of all and every person or persons whatsoever, for and during so long time as the said W. A. shall be, or of right ought to be Parson of the Parsonage aforesaid, and also all and singular arrerages of the premisses, without let, interruption or disturbance of the within-holden R. his executors, administrators or assigns, or of any other person or persons, claiming by, of or from the said R. or by his assent, means or procurement; and also, if neither the said R. at any time heretofore hath released, nor that he, his executors nor administrators, at any time hereafter shall release, acquit or discharge the said W. A. his executors or administrators, of or concerning any Bond, Covenant, Authority, Contract or Agreement, heretofore had or made by the said W. A. to the said N. and R. touching or concerning the premisses, or any of them, nor do any act or acts, whereby or by reason whereof, the same obligations, bonds, writtings, covenants, authority, contract or agreement, or any of them, shall in any wise be made frustrate or void; and also if the said R. do permit and suffer the said N. to have, take and enjoy to his and their own use, the whole profit, benefit, advantage and commodity, which shall or may arise or grow, for, upon or by reason of the said obligations, bonds, writings, covenants

ments, authority, contract or agreement, or any of them, that then, &c.

*A condition to assure the moity of such Lands as shall be recovered at Law.*

THE Condition, &c. That whereas the within-bound T. H. pretended title to certain Lands, Tenements and Hereditaments, situate, lying and being in H. S. M. B. and A. or in any of them, in the County of G. which late were of the inheritance of I. H. deceased, and from him the said T. H. by I. B. and others unjustly with-holden, for a recovery whereof the within-named H. C. hath promised to do as much as in him shall lawfully lie and be, and to be and remain, for and on the behalf of the said T. H. &c. if therefore the said T. H. and his heirs, do within, &c. next after the obtaining and recovery of the said Lands, Tenements and Hereditaments, or any parcel thereof; and he the said T. or his assigns, shall or may be in quiet possession thereof, and upon the requests, and at the costs and charges in the Law of the said H. C. his heirs or assigns, make or cause to be made to the said H. C. his heirs or assigns, to the only use and behoof of the same H. his heirs and assigns, good, lawful, and sufficient conveyance and assurance in the Law in Fee-simple, of and in the moity and one half of the said Lands, or of so much thereof, as from time to time shall happen to be obtained or recovered, and of and in the arrerages of the same moity, and one half of the premisses, in such manner and form, as by the Council learned in the Law, of the said H. C. his heirs or assigns, shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incumbrances whatsoever, had, made, committed

or done, to be had, made, committed or done by the ſaid T. or by any other, by his aſſent, means, intereſt, title or procurement, that then, &c.

*A Condition to ſave one harmleſs from all debts that may be duly demanded as Executor of, &c. and alſo that one ſhall ſeal a Releaſe, when ſhe comes to the Age of, &c.*

THE Condition, &c. That if the above-bound I. T. and W. T. their executors, adminiſtrators or aſſigns, or any of them, do and ſhall at any time hereafter, and from time to time, clearly acquit, exonerate and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſs and indepnified the above-named I. E. his heirs, executors and adminiſtrators, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of and from all debts, duties, bills, bonds, ſpecialities, and demands whatſoever, which at any time and times hereafter, ſhall and may be duly and lawfully demanded or recovered, of or from the ſaid I. B. his heirs, executors and adminiſtrators, by any perſon or perſons whatſoever, for or by reaſon of any reckoning, duty, ſpecialty, debt or demand whatſoever, due, owing or payable by the above-named R. T. deceaſed, to any perſon or perſons whatſoever, and alſo of and from all coſts, charges, ſutes, arreſts, judgments, executions and demands whatſoever, which ſhall or may happen, come, grow, to be unto or againſt the ſaid I. B. his executors, adminiſtrators, or any of them, for, upon or by reaſon thereof; and alſo if A. T. daughter of the ſaid E. T. and ſuch perſon as ſhe ſhall intermarry withall, within one Month next after ſhe the ſaid A. ſhall be lawfully Married, or ſhall accompliſh her full Age of Twenty

one

one years, which ſhall firſt or next happen, do and ſhall make, ſeal and deliver, as his, her, or their act and deed, a good, ſufficient and lawful acquittance, diſcharge and releaſe, under his, her, or their hands and ſeals, unto the ſaid I. B. his executors and adminiſtrators, of, for, or concerning all ſum and ſums of money, gifts, legacies, bequeaths and demands whatſoever, given and bequeathed unto the ſaid A. in and by the laſt Will and Teſtament of the ſaid R. T. the ſame releaſe to be made in ſuch manner and form, as by the ſaid I. B. his executors or adminiſtrators, or his or their Council ſhall be reaſonably deviſed or required, that then, &c.

*A Condition for payment of all ſuch monies as one late deceaſed, did owe to any perſon or perſons whatſoever.*

THE Condition, &c. That if the above-bound B. R. his executors, adminiſtrators or aſſigns, do and ſhall from time to time, and at all times hereafter well and truly pay, or cauſe to be paid unto all and every perſon and perſons whatſoever, all and every ſuch debts, duties, reckonings, ſum and ſums of money, and demands whatſoever, as ſhall be juſtly and truly due and owing unto them, or any of them, by R. P. Eſq: deceaſed, ſo as the ſaid debts due by the ſaid R. P. and to be paid by the ſaid B. R. do not extend to more than the ſum of 742 l. of, &c. which the ſaid S. B. and F. P. have the day of the date hereof paid and delivered to the ſaid B. R. according to an Order of the eighth day of this inſtant *July*, made in the High Court of Chancery; and do and ſhall alſo from time to time, and at all times hereafter well and ſufficiently ſave and keep harmleſs and indempnified the ſaid Sir B. B; and F. B. and either of

them, their and either of their heirs, executors and administrators, and his, their and every of their goods, chattels, lands, tenements and hereditaments, and every of them, against all and every person and persons whatsoever, of, for touching and concerning all, every or any the debts, duties and demands whatsoever, due or payable by the said R. P. to any person or persons aforesaid, without fraud or coven, thar, &c.

*A Condition from a Goaler to an under-Sheriff, for saving harmless.*

THE Condition, &c. That if the above-bounden A. B. Deputy, Goaler, to T. T. Servant to, &c. do from time to time receive and take into his ward and custody, within the Goal at the Castle of *Lancaster*, in the County of *Lancaster* aforesaid, all such person and persons, prisoner and prisoners, which shall fortune to be committed or sent to the said Goal, or committed to the ward and custody of the said Goaler, by the said Sheriff or his Deputy, or by any Justice or Justices of Peace, or by any other having lawfull authority to commit persons or prisoners to the said Goal, and the same person or prisoners so committed, as aforesaid, do well and truly, duly and sufficiently by his own proper person, or by his sufficient Deputy or Deputies, so keep, that the said Sheriff, his heirs and executors, all the lands, tenements, goods and chattels of the said Sheriff, be saved harmless from all losses, penalties, amerciaments and damages whatsoever, as well against the Commonwealth of *England*, as also against all other person and persons, of, for and concerning the custody and keeping of the said Goal and prisoners within the said Castle of *Lancaster*, or elsewhere in the

said

ſaid County of, &c. and likewiſe do diſcharge, ſave, and keep harmleſs the ſaid Sheriff, his heirs and executors, and all thoſe his lands, tenements, goods and chattels, from time to time, and at all times hereafter, of and from all and every eſcape and eſcapes, as well of convict perſons, Reprieves and Felons, and of all other perſons now committed, for any contempts, condemnations, treſpaſſes or miſdemeanors, which may happen, or chance hereafter to be committed to the ſaid Goal, for any the cauſes aforeſaid, during the time the ſaid A. B. ſhall be Depury or Goaler to the ſaid T. T. and the ſaid T. T. continue Sheriff; and likewiſe that if the ſaid A. B. or any other by his conſent, privity or appointment in any wiſe, let to bail or mainprize, any priſoner or priſoners to him committed, as aforeſaid, not bailable by the Laws of the Realm, without the ſpecial commandment or appointment of the ſaid Sheriff, and if the ſaid A. B. or his ſufficient Deputy, be ready to give his attendance upon the ſaid Sheriff, and his Deputy, at all times neceſſary and convenient, and all and every lawful thing and things, that he ſhall be required to do by the ſaid Sheriff, or his Deputy, touching or concerning the, &c. affairs and buſineſs wherewith the ſaid Sheriff is or ſhall be charged or imployed in or about the keeping of the ſaid Goal or Priſon, that then, &c.

*A Condition for the peaceable and quiet receiving of Rent reſerved in a Demiſe.*

THE Condition, &c. That whereas the within-named T. B. and K. B. by their Deed indented, dated the, &c. have demiſed, granted, ſet and to farm let unto, &c. one Meſſuage or Tenement, &c. with all, &c. in the County of, &c. for the term

of

of, &c. from thence next ensuing, and fully to be compleat and ended, for the yearly rent and summe of, &c. of lawful money of *England*, payable as by the same Deed indented, amongst divers other Covenants, Grants, Articles and Agreements therein contained, more plainly appear; if therefore the within-named B. K. his executors, administrators and assigns, shall and may peaceably and quietly have, receive, perceive, take, hold and enjoy the said yearly rent or summe of, &c. and other the premisses before in these presens recited, to his and their own only use and behoof, during the natural life of the said K. without any lawful let, sute, trouble, denial, eviction or disturbance of the said K. or of any other person or persons, by her means, assent, consent, right or procurement, that then, &c.

## *A Release of Recognizance assigned to one.*

TO all Christian people, &c. P. V. of *London* Merchant, stranger, sendeth greeting in our Lord God everlasting, That whereas the Right Honourable W. Earl of *Derby*, Lord *Stanley*, Lord of *Man* and the Isles. *T. Ireland* of *Grayes*-Inn in the County of *Middlesex* Esq; H. C. of *Knowsley* in the County of *Lancaster* Gent. and H. *Adys* of *Button* in the County of *Dorset* Gent. by other writing of Recognizance or Statute staple, bearing date the sixth day of *July*, &c. taken and acknowledged before Sir I. P. Knight, Lord Chief Justice of *England*, stand bound to *Peter H.* Citizen and Alderman of *London* in 3200 l. of &c. payable, as in and by the same writing of recognizance or statute more at large doth appear; and whereas the said *Peter H.* by his sufficient Deed or assignment in writing, bearing date the

the five and twentieth day of, &c. in the, &c. did for divers and certain conſiderations him thereunto eſpecially moving, grant, aſſign, and ſet over unto me the ſaid P. *Vanloor*, as well the ſaid recognizance or ſtatute, and the ſaid debt of 3200 l. and all his ſaid right, title and intereſt, which he the ſaid *Peter Houghton* then had, or ought to have had in and to the ſame, to have and to hold the ſaid recognizance or ſtatute, and the ſaid debt of 3200 l. aforeſaid, and all his ſaid right, title and intereſt in and to the ſame, unto the ſaid P. V. my executors and aſſigns, as our own proper goods and chattels for ever, as by the ſaid aſſignment amongſt other covenants and clauſes therein contained, more fully and at large it doth and may appear. Now know ye, That I the ſaid P. V. for divers good cauſes and conſiderations me hereunto eſpecially moving, have remiſed, releaſed and quit-claimed, and by theſe preſents for me, my executors, adminiſtrators and aſſigns, and every of us, do remiſe, releaſe, and for ever quit-claim unto the ſaid *Henry Adys*, his heirs, executors, adminiſtrators and aſſigns, and every of them, the recognizance or ſtatute aforeſaid, and the penalty and forfeiture thereof, and alſo all and all manner of actions, arreſts, extents, judgments, executions, condemnations, Liberates, ſeizures, debts and demands whatſoever, which I the ſaid P. V. or the ſaid P. H. or either of us now have, ſhall, may, might, or ought to have againſt the ſaid H. *Adys*, his heirs, executors, adminiſtrators and aſſigns, or any of them, or his, their or any of their lands, tenements, goods or chattels, for or by reaſon of the ſaid recognizance or ſtatute, or of the penalty or forfeiture thereof in any wiſe: ſo that neither I the ſaid P. V. nor the ſaid P. H. our executors, adminiſtrators or aſſigns, nor any or us, any action, arreſt, extent, judgment, execution, condemnation, Liberate, ſeizure, debt or demand

demand, upon the ſaid recognizance or ſtatute, ſhall or may from henceforth commence, proſecute or purſue againſt the ſaid H. *Adys*, his heirs, executors, adminiſtrators or aſſigns, or any of their Lands, Tenements, Goods or Chattels, but ſhall be thereof utterly debarred and excluded for ever by theſe preſents. In witneſs, &c.

*A Letter of Attorney to take poſſeſſion, and to deliver a Leaſe upon the ground.*

BE it known unto all men by theſe preſents, That I W. D. of, &c. have made, ordained, conſtituted and authorized, and in my place and ſtead by theſe preſents, have put my well-beloved Friend I. D. of, &c. my true, ſufficient and lawful Attorney, for me and in my name, and to the uſe and behoof of me the ſaid W. D. my heirs and aſſigns, to enter into all the Mannor of, &c. with all and ſingular the appurtenances, ſcituate and being in K. in the County of S. and now or late in the tenure or occupation of I. A. or of his aſſigns, and peaceable and quiet poſſeſſion and ſeizin thereof, for me and in my name to take, and as my deed deliver unto one E. B. upon the premiſſes, or ſome part thereof, one Indenture bearing date with theſe preſents, made by me the ſaid W. D. to the ſaid E. B. mentioning a demiſe of the premiſſes, for term of, &c. from the Feaſt of, &c. laſt paſt, then next enſuing, and fully to be compleat and ended, under the yearly rent of, &c. unto which ſaid Indenture I have ſubſcribed my name with my own hand, and ſealed with my ſeal, and delivered the ſame as my Eſcrowe unto the ſaid I. D. to be delivered as my deed upon the premiſſes, or ſome part thereof, after an entry made by him the ſaid I. D. into the premiſſes, or ſome

part

part thereof, in the name of the whole, and all and every other thing requisite and necessary to be done, in or concerning the premisses, for me and in my name, to do as fully and effectually, and in as large and ample manner and form, to all intents and purposes, as I my self might or ought to do, if I were then and there personally present. And I shall and will ratifie, allow and confirm all, and whatsoever my said Attorney shall do, or cause to be done in or about the premisses by these presents. In witness, &c.

*A Letter of Attorney to take possession of the Lands, and the same Lands to demise, survey or sell, and to receive, &c.*

TO all, &c. R. E. of, &c. G. M. of, &c. and H. L. of, &c. send greeting: Know ye, That we the said R. E. G. M. and H. L. for divers good causes and considerations in that behalf moving, have made, ordained, constituted, and in our stead and places by these presents, have put and authorized our servants R. N. and H. B. Gent. and either of them, our true, sufficient and lawful Attornies, for us, and in our names, and to the use & behoof of us the said R. E. &c. to enter into all those the Mannors of, &c. with their rights, members and appurtenances in the County of, &c. and into the advowsons of or belonging to the same, or any of them, and into every part and parcel thereof, and the said Mannors, and every or any of them, for us and in our names, to survey, and we do by these presents give full power and authority to the said R. N. and H. B. and either of them, to be our steward or stewards of the said Mannors, and every of them, and to keep such Court and Courts of Survey, and other Court leets and

and Law-dayes of and upon the ſame Mannors, or any of them, as to our ſaid Attorney, or either of them, or ſuch other as they or either of them ſhall appoint, ſhall be thought fitting, and the ſame Mannors and every or any of them, for us, and in our names, to bargain, ſell, leaſe or grant to ſuch perſon and perſons, and for ſuch eſtate for life, inheritance or otherwiſe, and for ſuch ſum and ſums of money, as our ſaid Attorneys, and either of them, ſhall be thought fit and requiſite, to the uttermoſt and beſt commodity and profit of us the ſaid R. E. G. M. and H. L. and the Deed and Deeds of the ſame grants and eſtates, ſo to be made for us, and in our names, to ſeal, and as our Deeds to deliver unto the parties to whom the ſame ſhall be ſo made, or to any other to their uſe or uſes, and the Counterparts of the ſame, for us and in our name, to accept and receive, and alſo all ſuch fines, and other ſumme and ſummes of money, as ſhall grow due to the ſame, for us and in our names, and to the uſe of the ſaid R. E. G. M. and H. L. to accept, receive and take, and upon the receipt thereof, any acquittances or diſcharges for us and in our names, to make, ſeal and deliver, and alſo for us and in our names, and to the uſe of the ſaid R. E. G. M. and H. L. to collect, gather, receive and take all ſuch rents, duties, heriots, arrerages of rents and profits of Courts as are already, or ſhall be due or payable, for, out of or concerning the premiſſes, or any of them, giving and granting unto our ſaid Attornies, and to either of them, our full power or lawful authority in, touching and concerning the premiſſes, to do, execute, proceed and finiſh in all things, in as large and ample manner and form, as we the ſaid R. E. W. M. and H. L. or any of us, might or ought to do, if we or any of us were then preſent, and ratifying and al-

allowing whatsoever our said Attornies, or either of them shall do in the premisses, or any of them, according to the intent of these presents. In witness, &c.

*A Letter of Attorney of a Bond, for performance of Covenants of an Indenture of Lease.*

TO all, &c. I I.K. of, &c. send greeting: Whereas I. B. of, &c. M. A. of, &c. by their obligation bearing date the, &c. are and stand bound unto me the said I. K. in the sum of, &c. with condition thereupon endorsed, for the true performance of the Covenants, Rents and payments, mentioned and contained in and by one pair of Indentures of Lease, bearing date the day of the date of the said obligation, made between the said I.K. of the one part, and the said L. B. of the other part, as by the same obligation and condition may appear. Now know ye, That I the said I.K. for divers good causes and considerations me hereunto especially moving, have given, granted, assigned and set over, and by these presents do give, grant, assign and set over unto I. C. of, &c. his executors, administrators and assigns, as well the said recited obligation and sums of money therein contained, as all my right, action and demand in and to the same, giving, and by these presents granting unto the said I. C. his executors, administrators and assigns full power and authority, from time to time, and at all and every time and times hereafter, from and after breach made, and non-performance of the Covenants, Grants, Articles, payments or agreements, which on the part and behalf of the said L. B. are or ought to be observed, performed, fulfilled, paid and kept, mentioned and contained in and by the said Indenture of Lease,

for

for me and in my name, nevertheless to the only use and behoof of the said I. C. his executors, administrators and assigns, to sue, arrest, implead and imprison, and at his and their will and pleasure, out of prison again to deliver and release the said L. B. and M. A. and either of them, their, and either of their executors, administrators and assigns, for the breach or non-performance of any the Covenants, and all and every sum and sums of money recovered upon or by reason of the said recited obligation, to detain and keep to the only proper use and behoof of the said I. C. his executors, administrators and assigns, without any account therefore to be rendred, or for any part thereof, and I. &c. shall and will ratifie, allow and maintain all and whatsoever the said I. C. his executors or assigns shall do or cause to be done in or about the premisses; and I the said I. K. for me, my executors and administrators, do covenant, promise and grant to and with the said I. C. his executors, administrators or assigns, by these presents, that neither I the said I. K. my executors or administrators, have released the said obligation, or any sum of money therein contained, nor shall or will acquit, release, or otherwise discharge the same, or any the Obligors therein mentioned, their executors, administrators, or either of them, without the special licence, consent and agreement of the said I. C. his executors or assigns, in that behalf first had and obtained. In witness, &c.

## *A Letter of Attorney to receive Rent when it shall grow due.*

BE it known unto all men by these presents; That I T. B. of, &c. for divers good causes and con-

considerations me moving, have made, constituted and appointed, and by these presents do make, ordain, constitute and appoint R. R. of, &c. my true, sufficient and lawful Attorney and assign; for me and in my name, nevertheless: to the only use and behoof of the said R. R. to demand, collect and receive of W. R. A. H. and I. D. all that sum of, &c. and of W. T. all that summe of, &c. which said summe of, &c. will be due and payable unto me the said T. B. for one half years rent at, &c. next ensuing the date of these presents, for lands by them holden of me, lying and being in M. aforesaid, giving, and by these presents granting unto my said Attorney, full power and authority, for me and in my name to take and receive the said summes of, &c. due to me, as aforesaid, and the same so had and received, to detain and keep to his own proper use, without any accompt therefore to be rendred unto the said T. B. my heirs or assigns, and also upon the receipt thereof, to deliver unto them an acquittance in my name, testifying the receipt thereof; and I shall and will ratifie, allow and confirm all, and whatsoever my said Attorney shall do or cause to be done, in or about the premisses, by these presents. In witness whereof, &c.

*A Letter of Attorney to take possession of a Messuage, &c. from the Sheriff taken upon an Extent.*

TO all, &c. I Sir T. B. of, &c. send greeting. Know ye that I the said T. B. have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and appoint T. W. and H. D. of, &c. or either of them, my true and lawful Attorneys or Attorney, joyntly or severally for me and in my name,

to take and receive of the now Sheriff of the County of Y peaceable and quiet poſſeſſion as well of and in one capital meſſuage, &c. as of and in, &c. all and ſingular which ſaid lands and premiſſes were lately belonging unto I. B. Gent. and which the ſaid now Sheriff hath intended by vertue of a Writ of Extent, to him directed upon a Statute of 200 l. acknowledged and entred into by the ſaid I. B. unto me the ſaid T. B. giving, and by theſe preſents granting unto my ſaid Atturneys, or either of them, full power and authority, for me and in my name, to do, execute, accompliſh and finiſh all and whatſoever ſhall be needful and neceſſary to be done, in or about the premiſſes by theſe preſents. And I ſhall and will ratifie, allow and confirm all and whatſoever my ſaid Atturneys, or either of them ſhall do or cauſe to be done, in or about the premiſſes, by theſe preſents, as if I my ſelf were then and there perſonally preſent. In witneſs, &c.

*A Letter of Attorney to receive a Legacy, and the ſame to pay in diſcharge of a Bond.*

TO all, &c. I R. F. of, &c. ſend greeting. Whereas R. B. and R. M. of, &c. together with me, &c. by one obligation, &c. (general words of the recital of the bond) now know ye that I the ſaid R. D. for the indempnity and ſaving harmleſſe of the ſaid R. B. and R. M. and either of them, their and either of their executors and adminiſtrators, and aſſigns, of and from the payment of the ſaid ſum of, &c. unto the ſaid T. G. his executors, adminiſtrators and aſſignes, on the ſaid, &c next coming, and at the place of payment aforeſaid, have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and appoint,

appoint, the said W. M. his executors, administrators, and assigns, my true and lawful Atturney for me and in my name or names of me the said R. B. my executors, administrators and assigns, to demand, ask, levy, recover, and receive of M. B. of, &c. I. T. of, &c. and G. J. of, &c. or any of them, their or any of their executors, administrators or assigns, the full summe of, &c. parcel of such summe of money as is or shall be due and payable unto me, as a legacy given unto me, in and by the last Will and Testament of W. B. my Father, late of, &c. Esquire deceased, and upon the receipt of the said summe of, &c. to give and to deliver unto them the said, &c. or some or one of them, their executors or assigns, one acquittance bearing date the day of the date thereof, made, sealed and delivered by me to their use, testifying the receipt thereof, and the said summe of, &c. had and received, as aforesaid, thereout to satisfie and pay unto the said T. C. his executors, administrators, and assigns, the said summe of, &c. on the said, &c. in discharge of the recited obligation, and the remainder of the same to detain and keep to the only use and behoof of me the said R. B. my executors, administrators and assigns, and thereof be accomptable, giving and by these presents granting unto the said R. M. his executors, administrators and assigns, full power and lawful authority, for me in and in my name, stead and place to do or cause to be done, all and every such act and acts, thing and things, as he or they shall think meet or requisite to be done concerning the premisses by these presents, as if I my self were then and there personally present. And I shall and will ratifie, allow and maintain all and whatsoever the said R. M. his executors or assigns, shall lawfully do or cause to be done in or about the premisses by these presents. In witness, &c.

*A Letter of Attorney to make leases of Lands, and to make sale of Woods and Goods, and to make a Grant of a Stewardship during pleasure.*

TO all, &c. E. M. of, &c. and wife of me the said E. Daughter and heir of, &c. and sole Executrix of the last Will and Testament of T. S. Esquire deceased, send greeting in our Lord God everlasting. Know ye, that we the said E. and M. for divers good and reasonable causes and considerations us especially moving have given and granted, and by these presents do give and grant unto our very trusty and well-beloved friend I. T. of, &c. the office of the Stewardship of all those our Mannors, Lordships, Lands, Tenements and Hereditaments, within the Counties of, &c. late the Lands and Tenements of the said T. S. and him the said I. T. Steward of the said Mannors, Lands and Tenements; do by these presents nominate, appoint, make, create and constitute, to have, exercise, use and hold, the said office, with the appurtenances unto the said I. T. for and during our will and pleasure, and we do by these presents further give and grant unto the said I. T. full power, liberty, license, and authority, for us and in our names, not only to demise, grant, let and to set out by Copy or Court-Roll, according to the customes of the said Mannors respectively to such person or persons, in fee simple, fee-tail or term of life, lives or years, and for such fines, rents and services, as to the said I. T. shall be thought meet and convenient, all such copy-hold and customary lands of the said mannors, or any part or parcel thereof, which now are demisable or granta-

grantable, or lawfully may be demised, granted or let out within the said Mannors, or any of them, but also to do, perform, execute, use and accomplish all and every other acts, things, demise or matter, which any Steward or Stewards of the premisses, or any of them, at any time heretofore might or could do, or which we may or can in any wise licence or authorize the said I. D. or give commission or power unto him, to do, execute, perform or undergo. And furthermore we the said E. and M. for divers good considerations, and upon mature advice and deliberation, have given and granted, and by these presents do give and grant unto the said I. T. and our trusty servants, I. E. and C. B. or to two of them, whereof the said I. T. to be one, full power, liberty, licence and authority, for us and in our names by writing indented or otherwise, to demise, grant, let and to set out, for life, lives or years, all and singular the said lands, tenements and hereditaments, or any part or parcel thereof, to such person or persons, and for such summe and summes of money, and for such rents and services, and with and under such covenants, conditions, limitations, articles and agreements, in such manner, order, form and sort, as to the discretion of them the said I. T. I. E. and C. B. or two of them, whereof the said I. T. to be one, shall seem meet and convenient, and also to grant, bargain and sell the woods, trees and underwoods of the premisses and every or any part and parcel thereof, and to grant, bargain and sell all such goods, chattels and substance, which we or either of us have, or ought by any means or title to have within the said Counties, to such person or persons, and for such summe and summes of money, and in such manner and form as to the said I. T. I. E. and C. B. or two of them,

whereof the ſaid I. T. to be one, ſhall be thought good and reaſonable. And moreover we the ſaid F. and M. have named, appointed, ordained and conſtituted the ſaid I. T. or two of them, whereof the ſaid I. T. to be one, our true and lawful Attorneys, to ask, demand, recover, levy, receive, and gather in our names and to our uſe, not only all ſuch rents, and arrerages of rents, debts, duties and ſervices, that by any means, degree or ſort, are due and payable unto us, or either of us, or that we ought or ſhould have of any perſon or perſons within the ſaid Counties, and in our names, or in the name of either of us, as the caſe ſhall require, to ſue, arreſt and implead ſuch of the ſaid perſons, as will not make payment of the ſaid rents, ſervices, debts and duties, and of every of them, and to ſue execution upon any condemnation in that behalf, and alſo in our and either of our names, to make, ſeal and deliver releaſes, acquittances, or other diſcharges, of or for the ſaid rents, debts, duties and ſervices, in every or any of them, to any perſon or perſons, in ſuch manner, ſort and form, as to the ſaid I. T. &c. or to two of them, whereof, &c. ſhall be thought meet and convenient, and whatſoever the ſaid I. T. ſhall do in, &c. for or touching the demiſing, granting or ſetting out of the ſaid Copy hold or cuſtomary Lands, as a Steward of the premiſſes aforeſaid, and whatſoever the ſaid I. T. &c. or any two of them, whereof, &c. to be one, ſhall do, uſe or cauſe to be done, in, for or touching any other thing or matter before mentioned, we do by theſe preſents grant and promiſe, for us, our heirs, executors adminiſtrators, to eſtabliſh, ratifie, confirm, ſtand to, allow, avow, as fully and as perfectly to all intents, conſtructions and purpoſes, as though the ſame were done by us our ſelves actually in our proper perſons. In witneſs, &c.

*A Warrant for an Attorney to confess a Judgment, in case satisfaction be not made by a certain day.*

MAster *Barnet*, Whereas I E. F. Esquire, together with C. D. &c. am and stand bound by obligation in the summe and penalty of, &c. conditioned for payment of, &c. at a certain day long since past, if in case I the said E. F. my, &c. do not well and truly satisfie and pay, or cause to be paid unto the said G. B. his, &c. all such summe or summes of money as shall be due to him upon the said last recited obligation, on or before the, &c. next ensuing the date hereof, then the said E. F. do hereby give warrant and authority, unto you the said R. B. or any other of the Attorneys of the Court of the Kings Bench at *Westminster*, to appear for me in the said Court of the Kings Bench at *Westminster*, unto an action or sure there to be brought or commenced against me the said E. F. by the said G. B. his, &c. upon the said obligation, and to acknowledge and confess a Judgement upon the same obligation in *Michaelmas* Term next ensuing the date hereof; and this shall be your sufficient Warrant for the same. In witness, &c.

*To T. S. and R. B. Attorneys in the Court of the King's Bench at* Westminster, *joyntly and severally, and to any other Attorney of the said Court.*

WHereas I A.B. of, &c. do stand bounden by obligation, bearing date the day of the date hereof, unto C.D. &c. in the sum of, &c. conditioned for the payment of, &c. on the, &c. next ensuing, &c. as by the same, &c. Now I do hereby authorize the said Attorneys or either of them, to appear for me, and to accept and take a Declaration on the said obligation, and to plead *non sum informatus* to the same. And I do agree, that if the said, &c. be not paid according to the tenor of the condition of the said, &c. then judgment is to be entred, then as now for the said &c. and I do also hereby release unto the said C. D. all error and errors touching the said judgment and proceeding thereupon to be had. And I will not release or revoke the authority and power hereby given to my said Attorney. In witnesse, &c.

*A Release of an Extent by an Administratrix.*

REceived by me *Grace H.* Widow, administratrix as well of the goods and chattels of *William Blythe*, Gent. as of E. T. Spinster deceased, the summe of, &c. of, &c. being the consideration-money which the said H. H. payeth to me for the vacating and discharging of an Extent upon a statute of, &c. heretofore acknowledged and entred into by I. D. Gent. unto the said W. S. and also for the buying in and compounding of the said Extent, by vertue or colour of the said statute, and also for all my in-

terest

terest and demand in the same statute and extent, of which said summe of &c. I do hereby acknowledge the receipt, and by these presents do for me, my executors and administrators, remise, release, and for ever quit-claim unto the said I.D. the said Statute and extent, or all manner of processe or proceeding whatsoever, occasioned by reason of the said extent. In witnesse, &c.

*A Release of a Bond, it being lost.*

TO all Christian people, &c. I M. *Longton* of, &c. send greeting, &c. Whereas R.L. S.L. and T.W. by their obligation, bearing date (recite the Bond) as by the same obligation appeareth; and forasmuch as the said summe of, &c. together with all such sum and sums of money as are due for the interest and forbearance, are and is well and truly satisfied and paid unto me the said M. L. in full discharge of the said recited obligation, which said obligation is lost and cannot be found: Now know all men by these presents, that I the said M. M. have remised, released and quit-claimed, and do hereby for me, my executors and administrators, remise, release, and for ever quit-claim unto the said R.L. S.L. and T.W. and every of them, their and every of their executors, administrators and assigns, and every of them, as well the recited obligation, and all such summes of money as are therein mentioned, to be due and payable unto me the said M. L. my executors, administrators or assignes, as also all and all manner of actions and sutes, cause and causes of actions and suits, accompts, debts, reckonings, summe and summes of money, judgments, executions and demands whatsoever, which I the said M.

L.

L. ever had, now have, or that I, my executors, administrators or assigns or any of us in time to come, can or may have, to, for or against the said R. L. S. L. and T. W. or any of them, their or any of their executors, administrators or assigns, for or by reason of the said recited obligation: or any other matter, cause or thing whatsoever, concerning the premises, from the beginning of the world until the day of the date hereof. And I the said M. L. do for me my executors, administrators or assigns, covenant, promise and agree, to and with the said R. L. S. L. and T. W. and every of them severally, their and every of their several, &c. and to and with every of them by these presents, that if I the said M. L. my executors or assignes, or any of us at any time or times hereafter, do find or can have or obtain the said recited obligation, being lost as aforesaid, then I the said M. L. my executors, administrators or assignes, or some of us, shall and will within two months next after the said obligation shall be found as aforesaid, deliver and restore, or cause to be delivered and restored the said obligation unto the hands of them the said R. L. S. L. and T. W. or some or one of them, their, &c. or some of them. In witnesse, &c.

*A Release of all Legacies and demands given and bequeathed by ones last Will and Testament.*

KNow all men by these presents, that I E. T. of, &c. Widow, have remised, released and quit-claimed, and by these presents do for me, my executorr and administrators remise, release, and for ever quit-claim unto I. B. Gent. and H. H. Citizen, &c. executors, &c. and either of them, their executors, administrators, assigns, of and from all legacies, &c.

bequeſte, ſumme and ſummes of money and demands whatſoever, bequeathed and given unto me the ſaid B. T. in and by the laſt Will and Teſtament of R. T. &c. deceaſed, and of and from all manner of actions, and ſutes, cauſe or cauſes, or actions and ſutes, ſums and ſummes of money, debts, duties, reckonings, accompts and demands whatſoever, which I the ſaid I. T. ever had, now have, or that I, my executors or adminiſtrators, can or may at any time or times hereafter, have, challenge or demand againſt the ſaid I. B. and H. H. or either of them, their and either of their executors, adminiſtrators or aſſigns, for or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the World, until the day of the date hereof. In witneſs, &c.

*To I. K. of, &c. one of the Attorneys, &c.*

I A. B. do hereby deſire you, and do give you full power, licenſe and authority to appear for me, and for, &c. in the ſaid Court, as of this laſt M. term in an action of debt, for, &c. at the ſute of, &c. upon an obligation conditioned for the payment of, &c. in which ſaid obligation I ſtand bound as principal; And this ſhall be your ſufficient Warrant in that behalf. In witneſs, &c.

*A Warrant to acknowledge ſatisfaction.*

WHereas there is one Judgement depending in the Court of Common-Pleas at *Weſtminſter*, of *Trinity* term in the, &c. againſt I. F. of, &c. Eſq; for 500. l debt, beſides the coſts of ſute for Sir H. H. Knight, as by the Records of the ſaid Court more at large may appear. Theſe are therefore to authorize, and give full power to you and either of

you,

you, to acknowledge satisfaction upon the said judgments, and for your so doing this shall be your sufficient warrant irrevocable. Witnesse, &c.

To R. P. and R. S. or any other Atturney of the Court of Common Pleas at *Westminster*.

*A Condition for the truth of a Merchants Apprentice, and that he shall give just accounts of demands, and pay what he shall fall short in.*

THe Condition, &c. that whereas the within-named H. S. at the instance and request of the within bound Sir S. A. hath accepted and taken T. A. Son of the said S. A. to be the Apprentice of him the said H. S. for the term of, &c. to be commenced from the day of the date within written, as in and by the said Indenture, &c. if therefore the said T. A. his executors and administrators, do from time to time hereafter, upon every reasonable request in that behalf to him or them to be made by the said H. S. his Executors, administrators, servants, factors or assignes, or any of them, yield, make and deliver up just and true accompt and accompts, and duly discharge him and themselves unto the said H. S. his executors, administrators or assignes, of, for, from and concerning, all, &c. such wares, goods, moneys, merchandizes, specialties, bills of debt, and other things which shall be committed, or come to the hands, charge, possession or disposition of the said T. A. by reason or means of his said service, either in the parts beyond the seas, or on this side: And in case it shall happen or fortune that he the said T. A. at any time or times during the said term, to imbezzle, steal,

steal, purloin, misspend, or unlawfully to detain, consume or make away any of the monies, wares, goods, merchandizes, commodities, specialties, bills of debt, and other things, which do or shall belong or appertain to the said H. S. or any his partner or partners, his or their or any of their executors or administrators, or to any other person or persons, wherewith he or they, or any of them, are or shall be in any wise charged or chargeable; if then and so often the said Sir H. S. his Heirs, Executors, administrators or assignes, or any of them, from time to time hereafter, always within two months next after notice and knowledge in that behalf, in writing to him, them or any of them, to be made or given, by the said H. S. his executors, administrators or assigns, do well and truly make or cause to be made unto the said H. S. his executors, administrators or assigns, at or in, &c. sufficient recompence and satisfaction, in good and lawful, &c. for all such goods, wares, moneys, merchandizes, specialties, bills of debts, and other things, which upon any accompt or otherwise shall truly appear to be found to have been by the said T. A. so imbezzled, stolen, purloined, miss-spent, or unlawfully consumed, detained or lost, as aforesaid: And further if the said T. A. do not at any time or times hereafter during the said Term, unlawfully depart or absent himself out, of or from the service of the said H. S. his master, without his licence and consent in that behalf first had and obtained, nor to do at any time or times hereafter, merchandize or trade for himself, or undertake to do any business or businesses, in the trade or merchandizing, for any person or persons, nor accept or pay any bills of, or give bill or credit for any person or persons, unless it be by and with the like consent or licence of the said H. S. his executors, or

admini-

miniſtrators in that behalf firſt had and obtained in writing, that then, &c.

## *A Leaſe of a Warren of Conies.*

THis Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other party witneſſeth, that the ſaid H. B. for, &c. hath demiſed, granted and to farm-letten, and by theſe preſents doth, &c. unto the ſaid C. D, his, &c. in the C. of K. and all the Conies, in the ſaid ground being, with the encreaſe, gains, profit and advantage, from time to time, ariſing, coming, growing, and renewing of the ſaid Conies in the ſaid ground being, and to the ſame ground belonging, there to hunt, hey, ferret and pitch nets, or otherwiſe to uſe, for the moſt benefit and advantage of the ſaid A. B. and his aſſignes, that he can or may deviſe, inlarge, ample, and beneficial manner and form as the ſaid A. B. or any other perſon or perſons heretofore have had, held, uſed, occupied or enjoyed the ſame, To have and to hold the ſaid ground and game of Conies, in the ſame being, & to the ſame belonging, with all the gain, profits and advantages to the ſame belonging, and renewing as aforeſaid, unto the ſaid C. D. his executors and aſſignes from the, &c. yielding, &c. A covenant on the tenants part to do reparations on the Warren-houſe, and on the fences, ditches, hedges, and mounds. And at the end, &c. to leave the Berry and Coney-clappers ſufficiently covered with thorn, and alſo the ſame ground and Berry of Conies ſufficiently repleniſhed and ſtored with Conies, Covenants for enjoying, &c.

*A Licenſe to hawk, hunt, and fiſh.*

TO all Chriſtian people, &c. I Dame O. S. &c. ſend greeting. Know ye, that I the ſaid O. Lady S. for divers good cauſes and conſiderations me hereunto eſpecially moving, have given and granted, and by theſe preſents do give and grant unto Sir T. L. of, &c. Knight, and his aſſigns, full, free and abſolute power, liberty, licenſe, and authority to hawk, hunt, fiſh and fowl, from time to time, and at all times hereafter, at the will and pleaſure of him the ſaid Sir T. L. and his aſſigns, for and during the natural life of me the ſaid O. Lady S. in, upon and within the Mannor or Lordſhip of M. *Super* S. in the ſaid County, and in and upon all the lands and grounds thereof, and within the bounds and precincts, limits and circuits of the ſame, in as full, free, ample and beneficial manner and form, as I my ſelf might or could do, in all and every reſpect or degree whatſoever or howſoever, and without any manner of let, denial or contradiction or interruption of me the ſaid O. Lady S. or of any other perſon or perſons whatſoever, in, by or through any act, means, conſent, privity of concurment. And I the ſaid O. Lady S. do covenant, promiſe, grant, and agree, to and with the ſaid Sir T. L. and his aſſignes by theſe preſents, that it ſhall and may be lawful, to and for the ſaid Sir T. L. and his aſſigns, from time to time, and at all times hereafter during my natural life, as occaſion ſhall be offered, to have and take as well all, and every the nets, and other engines and inſtruments of what kind ſoever, as alſo all the Dogs and Spaniels of whatſoever ſort or kind, of all or any perſons whatſoever, that ſhall at any time or times hereafter hawk, hunt,

hunt fish or fowl, within or upon the said Lordship or Mannor of M. *super* S. or within or upon any part or parcel thereof, without the license or consent of the said Sir T. L. or his assigns, or some of them, thereunto first had and obtained, he the said Sir T. L. or his assigns, delivering or causing to be delivered unto the Bayliff or steward for the time being, of me the said O. Lady S. of the said Mannor or Lordship of M. *super* S. the aforesaid nets, engines, instruments and dogs, so to be taken as aforesaid, to be used, best used and imployed, to and for the use and behoof of me the said O. Lady S. in such manner and form as I the said Lady S. or my assignes, shall think fit. In witness, &c.

## *A Lease of Cole-mines.*

THis Indenture made the, &c. between I. L. of, &c. and A. B. of, &c. witnesseth, that the said I. L. for and in consideration of, &c. hath demised, granted, and to farm-letten, and by these presents doth, &c. unto the said A. B. all and all manner of mines, pits and veines of cole now open and known, or that may be found out by digging, sinking or otherwise howsoever, lying or being in certain lands, called or known by the name of, &c. within the Mannor of, &c. with free liberty to and for the said A. B. his executors and assignes from time to time, and at all times during the term hereafter mentioned; to dig, search, sink, trench and mine, in and upon the said lands called W. and every part and parcel thereof, at his and their wills and pleasure, for the searching out, having and taking up of coles, and the same so trenched, digged and found, to take and carry away from time to time and at all times during the term by these presents

demised, except and always reserved, unto the said I.L. his heirs and assigns, all and all manner of quarries heretofore demised, by the said I.L. to C.D. of, &c. To have and to hold the said Mines and Pits of Coles, with free liberty of digging, trenching, searching and carrying away the same; with all and singular other the premisses, except before excepted unto the said A.B. his executors, administrators and assigns, from the Feast of, &c. unto, &c. yielding, &c. and if it happen the said yearly rent of, &c. to be behind, &c. and the said A. B. for himself, &c. covenanteth, &c. that he the said A.B. his executors, administrators or assigns, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter, during the said term of, &c. so long as any such Mine or Pitt shall be digged or trenched, for searching out of Coles, as aforesaid, fill up the said Mine or Pit with meaner earth, and then level the same in such sort again, as the same may not be to the annoyance of the occupiers of the said lands, called W. or any of them. In witness, &c.

## *A Letter of Licence.*

TO all Christian people, to whom these presents shall come: We A. B. of *London* Alderman, R. L. I. D. and I. P. Merchants, &c. send greeting in our Lord God everlasting. Whereas I. C. Citizen and Vintner of *London* (for and by reason of the commerce, divers contracts, agreements, and other causes between him and us the above-named persons, passed and had) standeth, and is severally indebted unto the said A. B. R. L. I. D. and I. P. and others, in divers and sundry great sums of money, as by several obligations and writings under his hand and

ſeal unto us ſeverally made, and otherwiſe it doth and may appear. Now know ye, that we the ſaid A. R. R. L. J. D. and J. P. and the reſt, for divers and many good and charitable cauſes and conſiderations us eſpecially moving, have given and granted, and by theſe preſents do give and grant, full licence and liberty unto the ſaid J. C. quietly and freely to go about, attend and negotiate, as well his own private affairs, buſineſs and cauſes, as alſo all other matters and things whatſoever he hath, or ſhall have or do for any other perſon or perſons whatſoever, as well within the City of *London*, as within all other the, &c. at all and every time and times from henceforth, for and during the ſpace of, &c. to begin at the Feaſt of, &c. next enſuing the date hereof, without any manner of let, diſturbance, moleſtation, ſtay, arreſt, attachment or ſute of his perſon, or of his goods, chattels, money, merchandizes, or of any other commodities or appurtenances whatſoever, by us the ſaid, &c. or any of us, or by the executors or admiſtrators of any of us on this ſide, or within the ſaid ſpace, time or liberty of, &c. and we the ſaid, &c. are not only contented and agreed, to give and grant this our preſent licence and reſpite to the ſaid J. C. for the payment of his ſaid debts, but alſo every one of us, for his part, do by theſe preſents freely and clearly releaſe, remit, quit-claim and forgive unto the ſaid J. C. all and every ſuch ſum and ſums of money, as he the ſaid J. C. at this preſent doth ſeverally owe unto us, in caſe any of us, at any time or times during and within the ſaid ſpace of, &c. as aforeſaid, ſhall do, move, procure, practice by or attempt, or cauſe to be by any ways or means, any manner of act and acts, thing or things to be done, moved, procured, practiſed or attempted againſt the ſaid J. C. or his goods, chattels, money, merchandizes, or any other of his things whatſo-

whatſoever, contrary to the purport, true meaning, tenor and effect of this our preſent licence and grant. And further, our meaning and intent is, that after the ſaid, &c. ſhall be fully, &c. expired, we do by theſe preſents give and grant licenſe to the ſaid J. C. that if he, his executors, adminiſtrators or aſſigns, do from thenceforth yearly, at the end of every year, for and during the term of, &c. pay or cauſe to be paid unto us the ſaid ſeveral Creditors, or to the ſeveral executors, adminiſtrators or aſſigns of us and every of us, the full fourth part of the debt to us and every of us owing, that then we, nor any of us, nor any other by our or any of our means or procurement, ſhall do any thing or act againſt the ſaid J. C. or any of his goods, chattels, moneys, merchandizes, or any other of his things whatſoever.

## *An Indenture upon the chooſing of a Burgeſs to ſerve in Parliament.*

THis Indenture, &c. between H. D. &c. High-Sheriff of the County of, &c. of the one part, and A. B. and R. G. &c. Burgeſſes and Burrough-men of the Burrough and Town of, &c. of the other part, witneſſeth, That the ſaid Burgeſſes and Burrough-men, according to the Proclamation made by the ſaid Sheriff for the election of Burgeſſes in every Burrough or Town within the ſaid County, have the day of the date hereof at A. aforeſaid, elected, named and appointed H. B. and R. G. Eſquires, Burgeſſes of the ſaid Town of A. and they to give their attendance, advice and counſel at the High Court of Parliament, to be holden at *weſtminſter* the, &c. next coming. In witneſs whereof, the ſaid Bur-

geſſes and Borrough-men to theſe preſent Indentures have put their ſeals, and ſubſcribed their names and marks, the, &c.

*A Teſtimonial for the relief of one that had his Houſe and Goods burnt.*

TO all Chriſtian people, &c. Know ye, that we Sir J T. and T.G. Knights, T.W. E.P. &c. Eſquires, for the ſuccouring and relieving of our poor diſtreſſed brother S. S. of, &c. do by theſe our writings teſtifie, declare and bear witneſs, that on Friday the tenth of, &c. the ſaid S. S. being at *Wakefield* market traveling for his livelihood, a ſudden and lamentable fire hapned, which burnt down his dwelling houſe, with all his goods therein, and his Barn, wherein was all his corn and hay, to the utter undoing of the ſaid S. his wife and ſmall children. Now for that the ſaid S. was an honeſt painful man, and is now brought to ſo great miſery and diſtreſs, that he knoweth not where or how to provide for his wife and children, without the charitable relief of well diſpoſed Chriſtians; therefore we pray and deſire all charitable and godly-minded perſons, to help, ſuccour and relieve the ſaid S. with their charity towards his livelihood; and in recompence of his loſſes, and in ſo doing they ſhall oblige us to ſhew like charity to any of their neighbours, in their diſtreſs and neceſſity. In witneſs, &c.

*The beginning of a Demiſe of Copy-hold lands, &c.*

THis Indenture, &c. witneſſeth, that whereas a Court Baron, holden for the Mannor of, &c.

on the, &c. laſt paſt, the Lord of the ſaid Mannor, by, &c. the Steward, did give licenſe to the ſaid J. T. to demiſe and grant the meſſuage, lands and tenements hereafter in theſe preſents mentioned, unto any perſon or perſons for the term of 21 years, from the Feaſt of, &c. then laſt paſt, as by the Rolls of the ſaid Courts appeareth; now the ſaid J. T. in purſuance of the ſaid licenſe to him granted as aforeſaid, and for and in conſideration of the ſum of, &c. to him, &c. hath demiſed, granted, and to farm letten, and by theſe preſents, &c. all that Copy-hold meſſuage or tenement, with the appurtenances, commonly call'd or known by the name, of, &c. ſcituate, lying and being in, now or late in the tenure or occupation of, &c. and all, *Prout, in ordinary lands.*

## *A Releaſe from two joynt Purchaſers to the other two.*

TO all to whom theſe preſents ſhall come, Sir T. W. of, &c. Knight, and T. S. of, &c. Eſquire, ſend greeting. Know ye, that the ſaid Sir T. W. and T. S. for good conſiderations them hereunto moving, have remiſed, releaſed, and for ever quit-claimed, and by theſe preſents do for them, and either of them, their and either of their heirs, remiſe, releaſe, and for ever quit-claim unto, &c. their heirs and aſſigns, all the eſtate, right, title, intereſt, claim and demand whatſoever, of them the ſaid Sir T. W. and T. S. of, in and to all that the Mannor and Lordſhip of, &c. with the rights, members and appurtenances thereof, and of, in and unto and ſingular other the Mannors, Lordſhips, lands, tenements and hereditaments, which in and by one Indenture enrolled in the Chancery, bearing date the, &c. made between the Right Honourable, &c. of the one part, and the ſaid, &c. on the other part, were

granted, bargained, and ſold, or mentioned or intended to be thereby granted, bargained and ſold unto the ſaid, &c. and their heirs, and of, in and unto every part and parcel of them, every or any of them. In witneſs, &c.

*A ſale of goods to the Plantiff levied upon a* Scira facias *by the Sheriffs Bayliff.*

KNow all men, &c. That I G. B. Bayliff of the Wapontake of, &c. in the County of, &c. by vertue of the Writ of *Sciri facias*, to the Sheriff of the ſaid County directed, have levied of the goods and chattels, &c. the ſum of, &c. part of a debt due to, &c. and levyed by vertue of the Writ aforeſaid to his uſe. In full ſatisfaction of which ſaid ſum of, &c. I do by vertue of the Writ and Warrant to me directed, aforeſaid, aſſign, ſell and ſet over unto the ſaid, &c. all the goods and chattels, in the apprizement hereto annexed, nominated at the rate of, &c. to have, &c. the ſaid goods and chattels, to him, his heirs, executors and adminiſtrators, as his own proper goods and chattels, as fully and abſolutely, as I the ſaid G. B. might, could or ought to do by force and vertue of the ſaid Warrant and Apprizement, or otherwiſe howſoever. In witneſs, &c.

*A Leaſe of goods levied by the Sheriff upon Judgement.*

THis Indenture made the, &c. between M. F. of, &c. of the one part, and J. F. of, &c. of the other part. Whereas the ſaid M. F. did in *Michelmaſs* Term in the, &c. by due courſe of Law, obtain and recover one Judgement in the Court of Kings Bench

Bench at *Weſtminſter* againſt the ſaid J. F. for the ſum of, &c. debt and coſts of ſute, as by the Records remaining in the ſaid Court, *Rot.* 232. Whereunto relation being had, more at large it doth and may appear; and whereas Sir J. S. Sheriff of the ſaid County of, &c. did on or about the, &c. by vertue of a Writ of *Scire facias* upon the ſaid Judgment to him directed, returnable, &c. levy of the goods and chattels of the ſaid J. F. the ſumme of, &c. in part and ſatisfaction of the ſaid Judgement, which goods and chattels were ſold by the ſaid Sheriff or his Deputy unto the ſaid M. F. as by a particular Schedule or Indenture hereunto annexed appeareth. Now this Indenture witneſſes, And it is fully concluded and agreed by and between the ſaid parties to theſe preſents, in regard the ſaid goods and chattels mentioned in the ſaid Schedule, cannot be preſently ſold for the beſt benefit and advantage of the ſaid M. F. that the ſame goods and chattels ſhall remain and continue in the cuſtody and poſſeſſion of the ſaid J. F. for the uſe and behoof of the ſaid M. F. his, &c. for and during the ſpace and time of ſix months, next after the date hereof; and if any of the ſaid goods and chattels, mentioned in the ſaid Schedule hereunto annexed, have been already, or hereafter during the ſaid ſpace of ſix months, ſhall be ſold or diſpoſed of by the ſaid J. F. his executors, adminiſtrators and aſſigns, then he the ſaid J. F. for himſelf, his executors and adminiſtrators, and for every of them, doth by theſe preſents covenant, promiſe, grant and agree, to and with the ſaid M. F. his executors, adminiſtraters and aſſigns, to give a true and juſt accompt or accompts, together with the proceed or encreaſe thereof in writing, unto requeſt made, and to pay or cauſe to be paid unto him the ſaid M. F. his executors, adminiſtrators or aſſigns, all ſuch ſum or ſums

of money as ſhall be found due upon the ſaid accompt or accompts, ſo to be made or given, and at the end and expiration of the ſaid term, ſhall and will well and truly deliver, or cauſe to be deliver'd unto the ſaid M. F. if the ſaid J. F. his executors, &c. ſhall be thereunto required, the reſidue and remainder *in ſpecie*, with the proceed and encreaſe thereof, of all ſuch goods and chattels, mentioned in the ſaid Schedule or Inventory, as ſhall be ſo ſold or undiſpoſed of, the ſaid M. F. his executors, adminiſtrators or aſſigns, allowing in the mean time unto the ſaid J. F. his executors or adminiſtrators, all the benefit and advantage of the wool, milk, and work of the cattel, comprized in the ſaid Schedule hereunto annexed, and the uſe of the other goods comprized in the ſaid Schedule or Inventory, for the pains and care of the ſaid J. F. to be taken in and about the ſelling, diſpoſing and keeping of the ſaid goods and chattels, or any of them. In witneſs, &c.

## *A Leaſe of Lands in* Barbadoes.

THis Indenture made, &c. Between R. C. of, &c. and M. S. of, &c. witneſſeth, That the ſaid R. C. for divers good cauſes and conſiderations him hereunto eſpecially moving, hath demiſed, granted and to farm-letten, and by theſe preſents doth demiſe, grant, and to farm-let unto the ſaid M. S. all that his own ſhare, part and portion of Land, containing in all by eſtimation forty acres of Land, be it more or leſs, ſcituate and being in, &c. as the ſame was lately and now is ſeparated and divided from other lands now inhabited by the Engliſh Merchants and Planters, or their aſſigns, and allotted unto the ſaid R. C.

C. for one of his ſhares of his Adventure with the ſaid Company of the ſaid Iſlands, and now are, or late were in the tenure or occupation of R. P. or his aſſigns; and alſo one Acre of Land, being part or parcel of, &c. lying within, &c. likewiſe allotted unto the ſaid R. C. for another ſhare of his Adventure to the ſaid Iſland, the ſame acre of Land to be meaſured, and ſet out in ſome convenient place of the ſaid ſhare of land, adjoyning upon or near unto the freſh water, together with free ingreſs, egreſs, regreſs, way and paſſage to and for the ſaid M. S. his executors, ſervants and aſſigns, by and through, &c. at all convenient times, and by all fitting and convenient wayes and paſſages, to fetch water from the Springs and Rivulets thereunto adjoyning, as need ſhall require; To have and to hold the ſaid ſhare of Land, and acres of Land, and all other the above demiſed, or meant, mentioned or intended to be demiſed premiſes, with their and every of their rights, members and appurtenances unto the ſaid M. S. his, &c. from, &c. for and during the term of, &c. M. S. his, &c. yielding and paying therefore yearly, and every year during the ſaid term of, &c. unto the ſaid R. C. his, &c. the moiety or one half part of all the profits and gains whatſoever, which ſhall yearly be made or raiſed by, or by means of the digging, ſetting, planting, ſowing, manuring and imploying the ſaid lands and premiſes above by theſe preſents demiſed or meant, or mentioned to be demiſed, and every or any part thereof, or by any other ways or means whatſoever, the ſame to be yearly and every year, once or oftner, (as ſhipping may conveniently be had) ſent into *England* to and for the uſe of the ſaid R. C. his heirs and aſſigns; for and in full ſatisfaction and payment of all manner of

rents

gents whatsoever; and the said M. S. for him, his, &c. doth covenant and grant to and with the said R. C. his, &c. by these presents, in manner and form following, that he the said M. S. shall and will once in every year yearly, or oftner, during the said term hereby granted, and as shipping may be conveniently had, as aforesaid, make and send unto the said R. C. his heirs or assigns, a just and true account how the same lands and premises hereby demised, have untill that time been imployed and used, and likewise with the same accompt shall and will send and deliver, or cause to be delivered unto, and for the use and behoof of the said R. C. his heirs and assigns, unto the City of *London*, the said moiety or one half-part of all the increase, profit and gains above by these presents reserved, which shall happen to be accrued or risen by the means of the husbanding and employing of the said lands and premises by these presents demised, and also shall and will from time to time send and deliver, together with the said rent above reserved, unto the said R. C. his executors or assigns, all the other moiety or half-part of all the profits and gains, which shall happen to be accruing and arising, by means of the said husbanding and imploying of the said lands and premises in sort, as is aforesaid, or so much thereof over and above the said rent, as shall be due and payable by vertue of these presents, until the summe of, &c. shall be fully satisfied and paid unto the said R. C. his, &c. which summe he the said R. C. at and before the ensealing of these presents, did disburse and lay out for the furnishing of the said M. S. with implements, utensils and other necessaries, to be used and imployed in and about the manuring, managing and dressing of the said lands above-mentioned to be demised. And further, that he the said M. S. his execu-

tors,

tors, administrators or assigns, or some of them, shall and will from time to time, and at all times hereafter, during the continuance of this demise, in good order of husbandry, set, sow, plant and employ the lands and premises hereby demised, to the best advantage, according to the custom of the Countrey there used and to be used. And also shall and will at his and their own proper costs and charges, erect, build, and set up in good order of workmanship, one convenient house, upon some most commodious place of the premises. And further, that he the said N. S. his, &c. shall not and will not at any time or times hereafter, during the continuance of this present Lease, demise or grant the premises to any person or persons whatsoever, for and during the term hereby granted, or any part thereof, without the licence of, &c. or make any wilful waste, or spoil upon any the Cedar or Timber-trees now standing, growing or being, or which at any time hereafter shall stand, grow or be upon the premises, or any part thereof, other than for their necessary use. Covenant for reparations and for quiet enjoying, &c. Provided always, that if it should happen the said yearly rent to be behind, &c. or if default shall be made of or in the performance of any the covenants, grants, articles, payments and agreements herein contained on the parts, &c. that then and from thenceforth it shall and may be lawful, &c. In witness, &c.

## *A Lease from a Company.*

THis Indenture made, &c. between, &c. witnesseth, That the said Master and four Wardens, by and with the assent and agreement of the more part of

of the moſt antient and diſcreet perſons of the ſaid Fraternity, their aſſiſtants, as well for and in conſideration of the ſumme of, &c. have demiſed, &c. all that their meſſuage, &c. To have and to hold, &c. yielding, &c. A Covenant for reparations, for emptying the ſedges, widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glaſs-windows, wainſcots, partitions, and ſuch like as ſhall be fixed, faſtened and ſet within or about the premiſes, and are not removeable by the cuſtome of the City of *London*, without defacing, ſpoiling or deſtroying the ſame; and that it ſhall and may be lawful to and for the ſaid Maſter, &c. their Rent-gatherer, officers and aſſigns, to enter and come into and upon the premiſes, there to view, ſearch and ſee the eſtate of the reparations of the ſame, and of the decays and defaults there found, to give or leave warning of the premiſes aforeſaid, to and for the ſaid L. W. his, &c. to repair and amend all and every the ſaid decays and defaults within the ſpace of, &c. Provided always, that if it ſhall happen the ſaid yearly rent of, &c. or if the ſaid L. W. ſhall grant, aſſign or ſet over his, &c. to any perſon or perſons without the, &c. or if the reparations of the premiſes or any part thereof, ſhall not be made and done within the ſpace of, &c. above limited for the doing of the ſame, that then and from thenceforth in every or any the caſes aforeſaid, this preſent leaſe and term of years ſhall ceaſe, determine and be utterly void, and that then or at any time after, it ſhall and may be lawful to and for the ſaid Maſter, and four Wardens of the Fraternity aforeſaid, and their ſucceſſors for the time being, and their rent-gatherer, officer, or any other certain Attorney in their name, and to their uſe, into the premiſes above demiſed, with the appurtenances, to re-enter, and the ſame to

have

have again, &c. and the ſaid L. W. and all other occupying, &c. thereof, thereout to expel, &c. In witneſs, &c.

*A Leaſe from a Parſon and Church wardens, with a Covenant for building, &c.*

THis Indenture made between G. G. Dr. of Divinity, Parſon and Proprietor of the Pariſh Church of, &c. J. M. and C. H. Church-Wardens, of the goods, works, rents and ornaments of the ſaid Pariſh Church of the one part, and C. L. of, &c. of the other part, witneſſeth, That the ſaid Dean and Chapter, and Church-Wardens, with the whole aſſent and conſent of the Pariſhioners of the ſaid Pariſh, for divers good cauſes and conſiderations them thereunto eſpecially moving, hereafter in theſe preſents mentioned, *viz.* as well for the new building and erecting of the tenement which is ruinous and in decay, hereafter in theſe preſents, by them demiſed to the ſame W. as alſo for the increaſe of the yearly rent of the ſaid tenement being lately demiſed to, &c. deceaſed, have demiſed, granted and to farm-letten, &c. unto the ſaid W. N. all that tenement, with a Garden lying on the backſide thereof, belonging to the Pariſh of, &c. late in the tenure of, &c. ſcituate in, &c. between, &c. which ſaid tenement and a Garden on the South-part thereof, containeth in length from, &c. eighty four foot aſſize, and in breadth from the North-corner of, &c. to the, &c. twenty foot of aſſize, and in length, from the Eaſt-ſide of, &c. and from the South-corners of, &c. to, &c. nineteen foot and two inches of aſſize, and all rooms, chambers, Cellers, ſollers, houſes, gardens, yards, entries, caſements, and

and all other edifices and buildings, with all and singular their appurtenances whatsoever to the said tenement and garden belonging or appertaining, in as large and ample manner as the same were demised, used and occupied by the said, &c. his assigns, or any of them. To have and to hold, &c. yielding, &c. unto the Church-wardens of the Parish for the time being, and to their successors, to the use of the said Church, the sum of, &c. at the, &c. And whereas the said tenement is at this present in utter ruine and decay, and not meet to be inhabited, therefore the said W. N. for the consideration before-mentioned, doth for him, his, &c. covenant and grant to and with the said Church-wardens, and their Successors, Church-wardens of the said Parish by these presents, that he the said W. N. his, &c. shall and will for his most benefit and commodity, erect and new build the said tenements, with good and well-seasoned timber, within the space of, &c. and the same erected and built, shall and will sufficiently repair, maintain and keep, with all manner of reparations in and by all things whatsoever, as often as need shall require, during the said term. Covenant for re-entry upon non-payment or non-repairing. Covenant for quiet enjoying. *Et similia.*

## *A Lease from a Town or Corporation to commence at the end of a former, with several Proviſoes.*

THis Indenture made between the Mayor, Bayliffs and Burgesses of the Borrough and Town of, &c. in, &c. and H. T. of, &c. witnesseth, That the said Mayor, Bayliffs and Burgesses, by and with one

one full assent, consent and agreement, as well for and in consideration of the summe of, &c. to be paid unto the said Mayor, Bayliffs and Burgesses at the commencement of this present Lease, as also for divers, &c. and, for and upon the conditions and proviſoes, hereafter in theſe preſents expreſſed, have demiſed, granted, ſet and to farm-letten, and by theſe preſents do, &c. unto the ſaid H. F. all that their burgage, meſſuage and tenement with the appurtenances, ſcituate, lying and being in P. aforeſaid, upon the Eaſt-ſide of a certain Cloſe, there commonly called the, &c. late in the tenure of, &c. and alſo all that Shop, &c. and all and ſingular other the houſes, edifices, buildings, barnes, ſtables, ſhops, rooms, lofts, folds, courts, yards, back-ſides, curtillages, commons, common of paſture, and turbury ways, waters, eaſements, liberties, profits, commodities, emoluments, advantages and appurtenances whatſoever, to the ſaid meſſuages, burgage or tenement, or ſhop, or any of them, or any part or parcel thereof belonging, or in any wiſe appertaining, or heretofore, &c. To have and to hold the ſaid, &c. to the ſaid, &c. from and after the end and expiration of one Leaſe heretofore made, &c. of the ſaid premiſes unto J. T. late father of the ſaid H. T. for the term of, &c. yielding and paying therefore yearly during the ſaid term, unto the ſaid Bayliffs for the time being, and their Succeſſors, to the uſe of the ſaid Mayor, Bayliffs and Burgeſſes, and their Succeſſors, the annual or yearly rent of, &c. at the Feaſt of, &c. only, during the ſaid term, or within, &c. next after the ſame, if it be lawfully demanded, either by publick notice, or otherwiſe, for all manner of rents, boons, duties, ſutes, ſervices and demands whatſoever, and if it ſhall happen the ſaid yearly rent of, &c. that then and from thenceforth it ſhall be lawful to and

for

for the ſaid Mayor, Bayliffs and Burgeſſes, theirs, &c. into the ſaid demiſed premiſſes, &c. and the diſtreſs or diſtreſſes, &c. until ſuch time as the ſaid rent, &c. be fully ſatisfied and paid unto the ſaid Mayor, Bayliffs, &c. and if no ſufficient diſtreſs may or can be found in and upon the ſaid demiſed premiſſes, or any part thereof; to ſatisfie the ſaid rent with the arrerages thereof; or that the ſaid Bayliffs for the time being, be interrupted or hindered to diſtrain for the ſame, that then and from thenceforth, it ſhall and may be lawful to and for the ſaid Mayor, Bayliffs and Burgeſſes, their Heirs and Succeſſors, or any of them, into the ſaid demiſed premiſſes, or any of them, with the appurtenances, to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in, &c. this preſent Indenture, or any thing, &c. Covenant for reparations, and to leave it ſo. Proviſo, that in caſe of non-payment of the rent, or if the premiſſes ſhall be aſſigned to any perſon not dwelling or inhabiting within the ſaid Burrough or Town, and who is not a free Burgeſs of the ſaid Town, that then and from thenceforth, &c. Provided further, and upon this condition, that if it ſhall happen the ſaid H. T. to dye without iſſue male of his body lawfully to be begotten, before the commencement of theſe preſents, and before the payment of, &c. being the conſideration agreed upon to be paid for the ſame, then if R. T. of, &c. or the iſſue male of his body lawfully begotten, or I. T. or the iſſue male of his body lawfully begotten, do pay to the ſaid Mayor, Bayliffs and Burgeſſes for the time being, their Heirs and Succeſſors, the ſaid ſum of, &c. in manner and form, as aforeſaid, and alſo 20 l. to the iſſue female ſurviving of the ſaid H. T. if there be any ſuch then living within one year, then after their or either of their entry, that

then

then and from thence forth the ſaid R. T. ſhall be intereſſed in theſe preſents, to him and the heirs males of his body lawfully begotten, and for default of ſuch iſſue, to the ſaid I. T. youngeſt brother of the ſaid H. and of the heirs males of his body lawfully begotten, he the ſaid I. T. or his iſſue male paying the ſaid ſum of, &c. to the ſaid Major, Bayliffs and Burgeſſes, and the ſaid ſum of, &c. to the iſſue female of the ſaid T. H. in ſuch manner and form, as is herein before expreſſed, limited and appointed: and for default of ſuch iſſue, then to the heirs and aſſigns of the ſaid H. during the reſidue of the ſaid term. In witneſs, &c.

*A Leaſe for three lives, with a Letter of Attorney to take and give poſſeſſion.*

THis Indenture made, &c. between, &c. witneſſeth, That the ſaid, &c. for and in conſideration of, &c. doth demiſe, &c. all that his Meſſuage and Tenement, with the appurtenances, and all and ſingular ſhops, ſellers, ſollers, chambers, rooms, entries, wayes, yards, back-ſides, lights, eaſements, profits and commodities whatſoever, to the ſaid Meſſuage or Tenement belonging or appertaining, or to or with the ſame uſed, occupied or enjoyed, late in the tenor, &c. ſcituate, &c. *Habend.* the ſaid Meſſuage or Tenement, and other the premiſſes, with the appurtenances, to the ſaid, &c. and to his aſſigns, for and during his natural life, the remainder thereof to the ſaid F. his wife, and to her aſſigns, for and during the term of her natural life, the remainder thereof after the ſaid ſeveral deaths of H. and F. unto the ſaid S. for and during the term of her natural life; Yielding, &c. during the ſaid term or eſtates, and every or any of them, unto the ſaid I. his heirs and aſſigns, the rent of, &c. at the, &c. by even and equal portions

and yielding, and paying therefore also unto the said I. his, &c. for and upon any alienation, demise or grant of the premisses, or of the greater part of them, and for and upon any change of Tenant or Tenants of the premisses, during the said term or estates, or any of them, the sum of, &c. (*toties quoties*) for every change, alienation or demise, in the name of a fine for alienation, the same fine or fines to be paid to the said, &c. at the Messuage or Tenement aforesaid, within the space of, &c. next ensuing the first of the Feasts aforesaid, which shall next come or happen to be after any such alienation, &c. of the premisses, or the greater part thereof. A Covenant that they the said H.P. his wife, and S. their, &c. or some of them, shall or will at or before the, &c. expend, disburse and lay out, in, upon or about the building, repairing, strengthning or bettering of the said Messuage or Tenement, with the appurtenances, and other the demised premisses, the sum of, &c. at or before the Feast of, &c. provided alwayes, that if it shall happen the said yearly rent of, &c. or the said fine or fines that shall grow due, &c. at any time during the life of, &c. to be behind and unpaid, in part or in all, by the space of, &c. next after, &c. or if the demised premisses, or any part thereof, shall be in decay or unrepaired by the said space of, &c. next after notice given, that then the estate of the said H. for & during his natural life, shall cease, determine and be utterly void and of none effect, to all intents and purposes; or if at any time after the decease or determination of the said estate of the said H. and during the life of the said F. it shall happen the said yearly rent of, &c. or at the said fine or fines to be behind and unpaid, &c. by the space of, &c. or that the said demised premisses shall be in decay, or want repairing, &c. by the space of, &c. that then likewise the said estate of the said F. shall cease, deter-

determine, &c. and that then and at all times from thence forth, it shall and may be lawful to and for the said I. his &c. into the said demised premisses, with the appurtenances, and into every part and parcel thereof to re-enter, and the same to have again, repossess and enjoy, as in his and their former estate, and that thereupon this present Indenture of Lease to be void and of none effect, any thing herein, &c. And lastly, the said I. P. doth by these presents make, ordain, constitute, authorize and appoint, and in his stare and place put his trusty and well-beloved Friends P. W. and I. M. to be his true and lawfull Attornies, jointly or severally for him, and in his stead and name, to enter into and upon the said demised premisses, or into or upon any part or parcel thereof, in the name of the whole, for him, in his name, and to his use to take and keep, and after such possession so had and taken, full and peaceable possession and seizin of the same premisses, or of any part or parcel thereof in the name of the whole, for him, in his stead and name, to give and deliver unto the said M. R. F. his now wife, and S. B. or any of them, or to their or any of them certain Attorney or Attorneys, in that behalf authorized, according to the tenor, purport, effect, and true meaning of these presents, ratifying, allowing and holding firm, all and whatsoever his said Attornies jointly, or either of them severally, shall do, or cause to be done, in or about the premisses, by the tenor of these presents. In witness, &c.

*A Letter of Attorney to deliver two Leases.*

TO all to whom, &c. I. W. L. of, &c. sendeth greeting: Whereas the said W. L. hath caused two several Indentures bearing date with these presents to

be drawn and ingroſſed, purporting ſeveral demiſes and grants from the ſaid W. L. unto R. G. of, &c. the one of them purporting a demiſe of all that one Cloſe, &c. (as in the Leaſe is recited) with their appurtenances, now or late in, &c. lying and being in, &c. *To have and to hold* the ſaid ſeveral Cloſes and premiſſes, and every part and parcel thereof, unto the ſaid R. G. his, &c. from the, &c. as in the Leaſe yielding, &c. if demanded, and the other of them purporting a demiſe of all that Meſſuage or Tenement, with the appurtenances, &c. as in the Leaſe: To which ſeveral Indentures the ſaid W. L. before the enſealing and delivery of theſe preſents, hath put his hand and ſeal. Now know ye, That the ſaid W. L. hath made, ordained, conſtituted, authorized and appointed, and by theſe preſents doth, &c. his truſty and well-beloved Friends R. S. &c. his true and lawfull Attornies jointly and ſeverally, for and in the name and place of him the ſaid W. to enter and come into and upon the ſaid ſeveral grounds, and all and ſingular other the premiſſes above ſeverally mentioned to be demiſed, or any part or parcel thereof, for, or in the name of the whole, and full and peaceable poſſeſſion and *ſeiſin* thereof to take and have, and being ſo entred, & thereof, or of any part thereof quietly poſſeſſed, then and there for and in the name, and as the proper act and deed in the Law of the ſaid W. L. to deliver to the ſaid R. G. or his lawfull Attorney or Aſſigns in that behalf, to his proper uſe and behoof, the ſaid ſeveral indentures, to which the ſaid W. L. hath put his hand and ſeal, as aforeſaid, and alſo to do, ſay, exerciſe, execute, conclude, determine and finiſh, all and every other act and acts, matter and thing whatſoever, which in and about the delivery of the ſaid ſeveral Indentures, or either of them, ſhall be requiſite and expedient to and for his ſaid Attornies, or either

of them to do by all due and lawfull circumſtances ſo fully and effectually in every reſpect, as he the ſaid W. L. might or could do, being perſonally preſent at the doing thereof: Giving and by theſe preſents granting unto the ſaid, &c. the full and whole power, ſtrength and authority of him the ſaid W. L. in the execution of the premiſſes; and ratifying and allowing all and whatſoever the ſaid, &c. or either of them ſhall lawfully do, or cauſe to be done in the execution of the premiſſes, for and in the name of the ſaid W. L. as the proper act and deed of him the ſaid W. L. In witneſs, &c.

## *An Aſſignment of certain Debts by an Adminiſtratrix to Creditors.*

TO all to whom, &c. I E. B. of *London*, Widow, Adminiſtratrix of all and ſingular the goods, chattels, debts and credits, which late were R. B. my husbands, deceaſed, ſend greeting, &c. Whereas the ſaid R. B. my ſaid late husband, in his life-time ſtood indebted unto, &c. and unto every of them ſeverally, in certain ſeveral ſums of money; Know ye therefore, That I the ſaid E. B. intending as much as in me lieth, to give content and ſatisfaction unto them, and every of them, Have given, granted, bargained, aſſigned and ſet over, and by theſe preſents do fully, clearly and abſolutely, &c. unto the ſaid, &c. and to every of their executors, adminiſtrators and aſſigns, all and every the book-debts, ſpecialties, obligations and writings obligatory, acquittances and receipts named and mentioned in a Schedule, &c. which are due and owing unto me the ſaid E. as Adminiſtratrix, as aforeſaid, by one, &c. and one, &c. by what name or names ſoever they be called or known, and by ſuch their Sureties, as in the ſaid obligations or writings obligatory,

are named, as in and by the, &c. more plainly, &c. together also with all and every sum and summes of money, commodity, profit, benefit and advantage, that shall or may come, grow, or be had, made, gotten or obtained, of or by the said Book-debts, obligations, and writings obligatory, and every of them, and all my right, title, interest, property, claim and demand, of, in and to the same, and every part thereof. And I the said, &c. for me, my executors and administrators, do covenant, grant and promise, to and with the said, &c. and every of them, their and every of their, &c. by these presents, that I the said E. B. have not heretofore released, or by any wayes or means discharged, the said book-debts, obligations, writings obligatory, acquittances or receipts, or any of them, or the several summes of money in them comprized, or any part or parcel thereof; and I the said &c. my, &c. shall not, nor will not at any time or times hereafter release, or by any wayes or means discharge the said book-debts, obligations, writings obligatory, &c. or the said several summes of money, in them, or any of them contained, without the consent of, &c. first thereunto had, &c. and that I the said, &c. my, &c. shall and will permit and suffer the said, &c. joyntly and severally, at their costs and charges, to commence, pursue and prosecute all & every such lawfull actions, sutes and executions, which shall or may in any wise be commenced, prosecuted or brought against the said, &c. by reason of the said book-debts, &c. and the same actions, &c. shall and will avow, justifie and maintain, without fraud or guile. And that the said, &c. their, &c. shall or may quietly have, possess or enjoy to their own proper use and uses all and every such sum and sums of money, executions, and the benefit thereof which shall be had, levied, recovered or obtained by reason of the same;

ſame, and ſhall have power and authority in the name of me to acquit, releaſe, &c. the ſaid, &c. for, touching, &c. the ſaid book-debts, &c. In witneſs, &c.

*A Letter for Compoſition of half-debts.*

TO all whom, &c. we B. E. &c. Citizens, &c. of *London*, Creditors of P. P. &c. ſend greeting: Whereas the ſaid P. P. the day of the date of theſe preſents, is and ſtandeth juſtly indebted, and doth owe unto us the ſeveral parties above named, divers and ſeveral ſummes of money: And by reaſon of the many loſſes, great hindrances, and other damages happened unto him, he is utterly unable (as he affirmeth, and as appeareth unto us) to give other ſatisfaction for our ſaid debts, than by and with ſuch goods and wares as are now remaining in his hands, and ſuch debt, as are now at this preſent owing unto him, which we the ſaid Creditors are unwilling to accept of, or any wayes to intermedle with, but have rather reſolved and made choice to undergo a certain loſs, and to accept of 10 s. per l. or one half of the debts by him owing unto us, to be duly paid in full ſatisfaction of our ſaid debts, in manner and form following, *viz.* When and as ſoon as all and every of us the Creditors above-named, have ſubſcribed, ſealed, and in due form of Law delivered in this preſent writing to the uſe of the ſaid P. P. then he the ſaid P. P. his executors, adminiſtrators or aſſigns, ſhall pay, or cauſe to be paid unto every of us the ſaid Creditors, our, &c. one fifth part of, &c. after the rate of 10 s. in the l. by theſe preſents agreed upon to be accepted of, in full ſatisfaction of our ſaid debts, and the remainder of our ſaid debts, after the rate and agreement aforeſaid in ſix parts being divided, to be paid at ſix ſeveral payment half-yearly, at ſuch in-

different place and places, as we the said Creditors, and every of us, our, &c. shall nominate and appoint, The first payment whereof to begin and to be made on the, &c. next ensuing the date of these presents. The second payment to be made, &c. Now know ye therefore, That we the said Creditors do covenant and grant, and every of us for his own part, and for his own, &c. doth covenant and grant to and with the said P. P. his, &c. and to and with every of them by these presents, That if the said P. P. his, &c. or any of them, upon the ensealing and delivery of this presents Writing by all and every of us the said Creditors, according to the effect and true meaning of these presents, do and shall well and truly pay, or cause to be paid unto every of us the said Creditors, our and every of our, &c. the said fifth part of our said debts, after the rate of 10 s. per l. according to the agreement aforesaid, at the, &c. without any fraud, covin or further delay; And also, if the said P. his, &c. for the more sure payment of the residue and remainder of our said debts, after the rate aforesaid, in six parts to be divided, and to be paid at six several payments, at such dayes, time, place and places; and in such manner and sort as is above limited and expressed, do and shall at and before the, &c. become bound unto us, and every of us, our, &c. in double the sum or sums, in the condition or conditions in the same obligation or obligations, or writings obligatory to be specified. And further, if the same obligations and every of them, shall be delivered unto every of us, or the assign or assigns of us, and every of us, at or before the said, &c. at such indifferent place or places as we the said Creditors, our, &c. shall nominate, that then from and after such payment made of the said first part of our said debts, after the rate of 10 s. in the l. and after the same obligation made and de-

livered

livered unto us, for the several payments aforesaid, according to the limitation, effect, tenor and true meaning of these presents, we the said Creditors, and every of us the executors, &c. shall and will hold our selves well contented and satisfied, for all such debts as he the said P.P. his, &c. did formerly owe unto us, and every of us, before the ensealing of the same obligations, and that then also we the said Creditors, and every of us, or the executors, &c. within fourteen dayes next after the ensealing and delivery of the same obligations unto us and every of us, according to the true meaning of these presents, shall and will seal, subscribe, and in due form of Law deliver unto the said P.P. his, &c. one general release or other discharge of all debts, duties and demands whatsoever by the said P.P unto us and every of us formerly owing or payable, from the beginning of the world, untill some few dayes before the date of the same obligation, so to be sealed and delivered unto us, as aforesaid. Provided alwayes, that these presents, nor any agreement, matter or thing herein contained, shall be of any force or effect to bind or charge us, or any of us the said Creditors, which have, or shall hereunto agree, seal and subscribe, before the first day of, &c. next coming after the date of these presents. In witness, &c.

## *Another Letter of Composition.*

TO all to whom, &c. We A. B. Creditors of, &c. send greeting: Whereas the said W. C. and W. are and do stand jointly indebted, and do owe unto us the said Creditors divers sums of money, which as it seemeth they are very willing to satisfie unto us, and every of us, as they and either of them shall be able. Nevertheless, we the said Creditors, and every

of

of us who have hereunto ſealed and ſubſcribed (finding and perceiving that they the ſaid W. and W. are much damnified and impoveriſhed by many loſſes and hindrances through Chapmen and otherwiſe, whereby they are diſabled to yield unto us full and plenary ſatisfaction for our ſaid debts) are contented and well-pleaſed, and of our free motions do ſeverally and reſpectively agree and bind our ſelves, our heirs, &c. to the ſaid W. and W. by theſe preſents, to accept and take of them the ſaid W. and W. their, &c. after the rate of, &c. in the pound, in full ſatisfaction of all ſuch debts and ſums of money, as they do jointly owe unto us and every of us reſpectively, the ſame to be paid at four equal payments in four parts to be divided. The firſt payment thereof to be made, and to begin at, &c. (recite all the payments) ſo as the ſaid W. and W. for the more ſure and better payment of the ſeveral ſums aforeſaid, in recompence and ſatisfaction of our and every of our ſaid ſeveral debts, after the rate of, &c. in the pound, as aforeſaid, their executors or adminiſtrators, do before the, &c. become jointly bound with ſufficient Sureties unto us, and every of us reſpectively, by obligations in double the penalties in due form of Law to be made, ſealed and delivered unto us and every of us, or to our and every of our uſe and uſes, by the appointment of us and every of us, at ſuch place and places as we and every of us ſhall differently nominate or preſcribe. Provided alwayes, that theſe preſents, nor any thing herein contained, ſhall be of any force or effect, to bind or charge us, or any of us, who have hereunto ſealed and ſubſcribed, unleſs and untill all and every the reſidue of us the ſaid Creditors above-named ſhall and do likewiſe ſeal and ſubſcribe theſe preſents, at or before the, &c. next enſuing. In witneſs, &c.

*A Letter of Licenſe and Compoſition for payment at ſeveral times.*

TO all, &c. we Creditors of, &c. ſend greeting. Whereas the ſaid J. M. at this preſent time doth ſtand indebted, and juſtly oweth unto us the ſaid Creditors divers and ſundry ſums of money; which by reaſon of many debts, and ſome of them very great, that are likewiſe juſtly owing him, and cannot be had and recovered without ſome reſpite of time, and ſome of them not without ſute, he is very much diſabled to make preſent payment unto us the ſaid Creditors, of our whole and juſt debt, as he ſeemeth willing and deſirous. In conſideration whereof, he inſtantly deſireth and requireth, that we the ſaid Creditors, and every of us, will be pleaſed to give and grant unto the ſaid, &c. ſuch liberty and reſpite of time, for the payment and ſatisfaction of our ſeveral debts, as he thinketh reaſonable, for the obtaining, getting and recovering of his ſaid debts, *viz.* that we and every of us would be contented to take, and accept our ſaid whole debts, in three equal parts to be divided, and to be paid at 3 ſeveral payments in manner and form following, *viz.* the firſt payment thereof to be one equal third part of the ſaid whole debt, and to be made on the, &c. the other two third parts thereof reſidue, to be divided into 4 equal parts, and to be paid at 4 ſix months then next following, *viz.* on the, &c. one equal part thereof, namely the other two, and one other 4th. part thereof, reſidue on the, &c. in full payment and ſatisfaction of the ſaid ſeveral debts; & for the more ſure performance of the ſaid ſeveral payments aforeſaid, in ſuch manner and form as is above limited & declared, according to the intent and true meaning of theſe preſents,

he the said L. M. shall and will at or before the, &c. become bound unto us, and every of us the said Creditors respectively, by one obligation in due form of Law to be made, with condition including all and every the said payments in such sort as is above-limited, at some convenient place or places within the City of *London*, by every of us the said Creditors to be nominated and appointed, and the penalty of every obligation to be double the whole sum included in the condition of the same to be delivered to us, and every of us, our, &c. at or before the, &c. next ensuing the date hereof. Know ye therefore, That we the said Creditors, whose names are here-under subscribed, and every of us for his own part, and for his own, &c. for the consideration above-specified and expressed, do by these presents willingly consent, covenant, promise and agree to and with the said I. M. his, &c. by these presents, that we the said Creditors and every of us, our, &c. respectively, shall and will accept and take of the said I. M. his, &c. all and every the said several debts and sums of money by the said I. unto us and every of us owing and payable upon such obligation and obligations, assurance and assurances, as aforesaid, to be paid in such manner and sort, and at such dayes and times, as is above-limited and required: And further, That we the said Creditors, and every of us, our and every of our, &c. respectively, upon the delivery of the said obligation unto us, and every of us, our and every of our, &c. shall and will at the charge of the said L. M. his, &c. seal, subscribe, and in due form of Law deliver unto the said I. M. one sufficient general acquittance to be rendred by him the said I. M. his, &c. and to bear date and limitation before the day of the date of the said new obligation to be made for the same debt, and also for and upon every payment made ac-

according to the limitations aforesaid, and the intent and true meaning of these presents, at the like charge of him the said I. M. his, &c. shall and will seal and deliver unto the said I. M. one sufficient acquittance to be rendred by him the said I. M. his, &c. testifying every such payment, as aforesaid, for the better discharge of him the said I. M. his, &c. and every of them in that behalf. Provided alwayes, and upon condition nevertheless that these presents, nor any promise, agreement, matter or thing herein contained, nor any act or thing acted by us, or any of us, or formerly done, knowledged or suffered touching the premisses, or to be done, knowledged or suffered, shall be of any force or effect, to bind or charge us, or any of us the said Creditors, who have or shall hereunto agree, seal and subscribe, unless all, and untill all and every the rest, and every of us the same Creditors above-mentioned, do and shall likewise before the, &c. now next coming, subscribe, seal and deliver these presents, in due form of Law, according to the intent and true meaning hereof, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

## *A Letter of Licence.*

TO all to whom, &c. We M. A. and R. B. Creditors of, &c. Citizen and Mercer of *London*, send greeting. Whereas the said N. C. the day of the date hereof is indebted, and doth owe unto us the said Creditors, divers sums of money, which by reason of some losses unto him hapned, and divers bad debts owing unto him, as he informeth us, he is not able presently to satisfie and pay, as he willingly would, but requireth our favour and respite of time for payment thereof: Therefore know ye, That we the said Creditos above-named, and every of us, moved

ved with compaſſion, and the deſire which the ſaid N. hath to and for the contentation of our ſaid debts, have given and granted, and by theſe preſents to give and grant unto the ſaid N. C. our ſure and whole licence, liberty and ſafe conduct as much as in us is, ſo alſo he the ſaid N. may ſafely come, go and reſort unto us, and every of us his ſaid Creditors, to compound and take order with us, and every of us, for our and every of our ſaid ſeveral debts, without any let, trouble, ſute, arreſt, attachment, or other impediment to be offered or done to him the ſaid N. his Wares, goods or merchandizes, or any of them, for and during the time and ſpace of one whole Month, next enſuing the date of theſe preſents; and if it happen the ſaid M. N. in his perſon, goods, wares or merchandizes, or any of them, within the ſaid term of one Month next coming after the date aforeſaid, by us, or any of us the ſaid Creditors, or by any perſon or perſons by or through the Commandment, will, procuring, partnerſhip, conſent or knowledge of us or any of us, againſt the tenor, form and effect of this our preſent writing of ſafe conduct, in any wayes to be arreſted, ſued, impleaded, vexed, hindered or attached, and thereof be not forth with delivered or defended, and then he the ſaid M. N. his heirs, executors and adminiſtrators, ſhall be by vertue of theſe preſents for evermore clearly acquited and diſcharged againſt him or them of us, by whom he the ſaid N. ſhall, contrary to the form, effect and true meaning of this our preſent writing and ſafe conduct, be attempted, vexed, ſued, attached, arreſted or hindred, and thereof not forthwith releaſed or defended, as aforeſaid, of all manner of actions, ſutes, debts and demands whatſoever they be, from the beginning of the world, untill the day of ſuch arreſt, ſutes, attachment or hindrance. In witneſs, &c.

An

## Another Letter of Licence.

TO all, &c. We whose names, &c. whereas A. B. &c. in divers several sums of money to us severally is indebted, and hath not wherewithall to satisfie us at present, and we and every one of us, minding to grant unto him favour and respite, for the payment of the same: Know ye, That we the said Creditors, and every one of us, being moved with compassion, and fully resolved of the good-will and desire which the said A. B. hath to see the said several debts, duties and sums of money satisfied and paid, Hath given and granted, and every one of us for his own proper debt and duty, part and portion severally, Have given and granted, and by these presents, &c. unto the said A. B. by whatsoever name, sirname or addition he be called or known, sure, full and free liberty, licence and safe conduct, as much as in us severally is, in such sort as the said A. B. with all his goods, chattels, debts, duties, and other things whatsoever, freely, peaceably and quietly, at his own free choice, election and pleasure, shall or may go, come, abide and sojourn, pass and repass at all and every time and times, from the day of the date hereof, during the term and space of three whole years now next coming, and fully to be compleat and ended. And we the said Creditors, all and every one of us severally, for himself, his, &c. do and doth severally covenant, promise and agree, That we the said Creditors, or any of us, or any other person or persons, for us, or any of us, or by our or any of our authority, assent, consent or procurement, the said A. B. or any of his goods, chattels, or any other thing or things of his, shall not, or will not in any wise sue, arrest, implead, attach, imprison, condemn, trouble or molest, for or concerning satisfaction

faction or payment, to be made unto us, or any of us of our said several debts and duties, or of any part or parcel thereof, or for any other matter or thing whatsoever, which we, or any of us can or may have, pretend or demand, of, for or against the said A. B. or to find or provide for us any other Sureties or Security, for the satisfaction or payment of the said several debts and other things, or any of them, or any part or parcel thereof, other than all or every one of us now severally have or hath for the same, during the term aforesaid. And further, we, all and every of us Creditors aforesaid, are agreed and contented, and do covenant, &c. that if it happen at any time or times, he the said A. B. during the term aforesaid, in or by his body, goods or chattels, by us or any of us, or by our, &c. contrary to the true meaning of, &c. to be any wayes, &c. sued, &c. the said A. B. his, &c. shall be for evermore by these presents clearly acquitted, &c. against him or them of us, by whom he or they shall contrary and against the tenor, form and effect of these presents, be sued, arrested, &c. of and from all manner of actions, suits, quarrels, challenges, debts, &c. In witness, &c.

*A Declaration upon a Bond made in a third persons name in trust.*

TO all, &c. I, &c. send greeting. Whereas C. and E. by their obligations, &c. recite the Bond. Now know ye, that I the said I. do hereby acknowledge and confess, that although the said Bond is made and taken in my name, yet nevertheless it is so taken only upon trust and confidence in me reposed by I. L. of, &c. and E. his wife, and to and for the uses, intents and purposes hereafter mentioned, that is to say, that he the said I. L. shall have, receive and

take

take the use and benefit of the said 300 *l.* during the joint natural lives of them the said J. L. and E. his Wife, and that the said principal sum, with the interest thereof, after the decease of either of the said, &c. is to remain, and be to and for the use of the Survivor of them, and for no other end or purpose. In witness, &c.

*A Declaration (by a Wife) concerning the disposition of a sum of money according to a power reserved to her by her Husband, before Marriage, well penn'd.*

TO all Christian people, to whom this present writing duplicate indented shall come, I E. T. Wife of R. T. of the Parish of, &c. in the County of S. send greeting. Whereas by an Indenture tripartite, made the 12*th* day of *May* in the 16*th* year of, &c. between the said R. T. by the name of R. T. Citizen and Salter of *London* of the first part, and me the said E. by the name of E. M. Widow of the second part, and W. H. of the said Parish of St. O. in S. aforesaid, Distiller, T. S. of the Inner-Temple, *London*, Gent. J. A. of L. Clerk, and N. M. of the Parish of, &c. aforesaid, Clerk, of the third part; in consideration of a Marriage then shortly after to take effect between him the said R. T. and me the said E. it appeareth, that at the time of the making of the said Indenture, it was then indented, concluded and agreed betwixt him the said R. T. and me the said E. that I the said E. or any other person or persons, whom I shall think good, nominate or appoint (notwithstanding the said Marriage shall take effect) should and might have the full and free disposing of the sum of one thousand pounds of lawfull money of *England*, and of the benefit and profit thereof, and of every part thereof, from time to

time, and at all times enſuing the ſaid marriage, and to that end, intent and purpoſe, he the ſaid R. T. by the ſaid Indenture did for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid W. H. T. N. J. A. and N. M. and every of them, and the executors and adminiſtrators of them and every of them, that he the ſaid R. T. his executors, adminiſtrators or aſſigns, or ſome or one of them, ſhould well and truly ſatisfie, pay and deliver, or cauſe to be ſatisfied, paid and delivered unto the ſaid W. H. T. N. J. A. N. M. or to the Survivors or Survivor of them, or to the executors, adminiſtrators or aſſigns of ſuch Survivors or Survivor, the full ſum of a thouſand pounds of lawfull money of *England*, upon or before the firſt day of *May*, which ſhall be in the year of our Lord God 1636. if I the ſaid E. ſhall be living on the ſaid firſt day of *May*, or within two years next after the death or deceaſe of me the ſaid E. or within three months next after the death or deceaſe of the ſaid R. T. at ſuch of thoſe caſes which ſhall firſt and next happen, come or enſue after the date of the ſaid Indenture, to be imployed and diſpoſed of to ſuch perſon and perſons, and to and for ſuch uſe, uſes, intents and purpoſes, according as I the ſaid E. ſhould at any time or times then following, during my life, think good, order, appoint, give, limit, deviſe or diſpoſe of the ſame, or any part or parts thereof, or otherwiſe, according to the intent and true meaning of the ſaid Indenture. And it was hereby further covenanted, granted, concluded and agreed upon, by and between the ſaid parties to the ſaid Indenture, and the ſaid R. T. did thereby for himſelf, his heirs, executors and adminiſtrators, and for every of them, covenant, promiſe and grant, to and with the ſaid W. H. T. N. J. A. and N. M. and every of them, and the executors and admi-

administrators of them, and every of them, that the said sum of one thousand pounds, and every part and parcel thereof, should or might from time to time, be quietly had, taken, received and enjoyed, unto and by such person and persons, whom I the said E. should at any time or times during my life think good, limit, give, devise, order, appoint or dispose of the same one thousand pounds, or any part or parts thereof, either by my last Will and Testament in writing, or by any writing, purporting or intending to be my last Will and Testament, or by any other writing to be signed with my hand, or to which my mark should be put, in the presence of two or more credible persons as witnesses thereunto, as in and by the said Indenture, among other covenants, at large appeareth, which marriage (by the grace of God) sithence the making of the said Indenture, was solemnized and consummated, and no declaration as yet hath been by me made, concerning the disposing of the said one thousand pounds, or any part thereof, when it shall be due and payable; Now this present writing witnesseth and declareth, that I the said E. T. hereby express my will and mind concerning the said one thousand pounds, when it shall become due, or be paid as aforesaid, to be as followeth, that is to say, If my said husband R. T. be then living, and will become bound for himself, his heirs, executors and administrators, by three several obligations, of one thousand Marks apiece, unto them the said W. H. T. N. J. A. and N. M. or the Survivors or Survivor, or any of them, or the executors and administrators of such Survivors or Survivor respectively and severally, conditioned for the payment unto them of three several equal parts of the said one thousand pounds, at the three such several & respective times or dayes, as my three children

by my former husband shall attain to the ages next hereafter mentioned, that is to say, K. M. unto the age of twenty years, and T. and W. M. shall attain or come to their several ages of twenty and one years, that then the said W.H. T.N. J.N. and N. M. and the Survivors and Survivor of them, and the executors and administrators of such Survivor, shall upon such obligations entered into, as aforesaid, quietly suffer him the said R.T. to detain in his hands the said one thousand pounds, and every part thereof, untill such several dayes and times, as the same shall be payable by the several conditions of the said Obligations, so to be entred into by him, as aforesaid, without paying or allowing any interest or consideration for the same, and the said one thousand pounds, so payable by such obligations or conditions, of them, and by me dispensed withall as aforesaid, or otherwise sooner payable by the said recited Inpenture, if my said husband shall die, viz. within three months after his death, (in which case of the death of my husband, I do give no manner of dispensation for the payment thereof,) I do hereby also concerning the same express, assign & appoint (if I shall not otherwayes hereafter declare and appoint) that is to say, that the said one thousand pounds (and the whole proceed thereof, not disposed of, as aforesaid) shall be, come and redound, to and for the use and benefit of my said three Children, for them severally and respectively to have and receive immediately after and upon their several ages above-mentioned, by such several and equal third parts, as aforesaid. Provided alwayes, and it is my meaning, and I do hereby appoint, that if any of my said Children shall happen to die before any of their several and respective ages above mentioned, that then such third part of the said thousand pounds, as should otherwise have been payable unto such child, shall remain and be paid by equal

portions

portions unto the Survivors of them; and if one of them only survive, and the other two both of them happen to dye before such their several ages, then both the parts hereby allotted unto them, shall wholly accrue and come unto such surviving Child only. And if all my said Children shall dye before they come to their said several ages, then my will and meaning is, that the said one thousand pounds, and the whole proceed thereof, shall come and be paid unto my loving husband before-named, his executors, &c. if I shall not otherwise hereafter dispose of the same, according to the power and authority to me reserved, given and appointed by the said recited Indenture. In witness, &c.

*An Indenture reciting a Lease for a year, and a Grant of a reversion upon a trust, to several uses, reserving power to make Leases, and to revoke the trust.*

THis Indenture made, &c between A. B. and C. D. of the one part, and E. F. and G. H. of the other part, witnesseth, That whereas the said A. B. and C. D. by their Indenture bearing date, &c. made between the said A. B. and C. D. of the one part, and the said E. F. and G. H. of the other part, did bargain and sell unto the said E. F. and G. H. their executors, administrators and assigns, all that, &c. to have and to hold all and singular the said Mannor, messuages, lands, &c. unto the said E F. and G. H. their executors. administrators and assigns, from the Feast of St. *Michael* the Arch-angel last past, before the date of the said recited Indenture, unto the full end and term of one whole year from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore unto the said A. B. and C. D.

their heirs and assigns, the rent or sum of 5 s. of lawfull money of *England*, on the Feast day of the Nativity of St. *John* Baptist now next ensuing, as by the said Indenture may more better appear; by vertue whereof, and of the Statute for transferring of uses into possession, the said E. F. and G. H. were and yet are possessed of the said Mannor, lands, tenements and hereditaments, with all and singular the premises, with their appurtenances. Now this Indenture further witnesseth, that the said A. B. for divers good causes and considerations him thereunto moving, and the said C. D. by express direction and appointment of the said A. B. hereby testified, have granted, released and confirmed, and by these presents do grant, release and confirm unto the said E. F. and G. H. their heirs and assigns, all and singular the said Mannors, messuages, lands, tenements, mills, hereditaments and premises, before in these presents particularly mentioned, or which in and by the said recited Indenture were bargained and sold, or meant, mentioned or intended to be hereby bargained and sold to them the said E. F. and G. H. as aforesaid, with all and every of the appurtenances, together with the said rent of 5 s. hereby reserved, and the reversion and reversions, remainder and remainders of all and singular the said Mannor, messuages, lands and premises, and every of them, and every part and parcel thereof, and all their and either of their estates, right, title, interest, use, possession, reversions, remainders, claim and demand whatsoever, of, in and to the said Mannor, messuages, mills and premises, and every of them, and every part and parcel of them; To have and to hold all and singular the said Mannor, &c. and every of them, with all their and every of their appurtenances, unto the said E. F. and G. H. their heirs or assignes, to the several

veral uſes, intents and purpoſes hereafter in theſe preſents mentioned, that is to ſay, to the uſe and behoof of the ſaid A. B. during his natural life, without impeachment of any waſte, and with liberty and power to commit any waſte, and after his deceaſe to the uſe and behoof of J. B. now Wife of the ſaid A. B. and the ſaid E. F. G. H. and C. D. their heirs and aſſigns for ever, upon ſpecial truſt and confidence that they the ſaid J. B. E. F. and G. H. or the Survivor or Survivors of them and their heirs, ſhall and will make ſale of all the ſaid Lands and premiſes to the beſt advantage, and to diſpoſe of all ſuch ſum and ſums of money which ſhall be raiſed hereby, in ſuch manner, and to ſuch purpoſes as the ſaid A. B. ſhall in his life time, by any writing to be by him ſubſcribed and ſealed in the preſence of two credible witneſſes or more, by his laſt Will and Teſtament in writing, declare or appoint. Provided alwayes, and it is hereby agreed, by and between all the parties to theſe preſents, and by them declared to be their true intent and meaning, that it ſhall and may be lawfull to and for the ſaid A. B. at any time or times during his natural life, to make any demiſe, leaſe or grant, demiſes, leaſes or grants by Indenture or Indentures, of all or any part of the ſaid Mannor, meſſuages, &c. either in poſſeſſion or reverſion, or otherwiſe, to any perſons whatſoever, for any term or terms of years, or for the live or lives of any one or more perſon and perſons, or for any term or terms of years determinable upon the death of any one or more perſon or perſons, or for any other term or terms whatſoever, with or without any rent or otherwiſe howſoever, as by the ſaid A. B. ſhall be thought fit and convenient, and that from and immediately after the making of ſuch demiſe, leaſe or grant, demiſes, leaſes or grants, the ſaid E. F. & G. H. and their heirs,

during the life of the ſaid A.B. & after his death, they the ſaid J. A. B. F. G. H. and C. D. and the Survivor or Survivors of them, and their heirs, ſhall ſtand and be ſeized of ſuch part, or ſo much of the ſaid Mannor, meſſuages, lands, tenements and premiſes, as ſhall be at any time or times hereafter leaſed or demiſed, as aforeſaid, to the uſe of ſuch perſon or perſons reſpectively, to whom the ſame, or any ſuch demiſe, leaſe or grant ſhall be ſo made, of ſuch eſtate, term and intereſt, and in ſuch manner and form as the ſame ſhall ſo happen to be leaſed or demiſed, according to the true meaning of theſe preſents, and of every ſuch demiſe and leaſe, ſo that ſuch leſſees or grantees, during his or their ſeveral leaſe or leaſes, grant or grants, or intereſts, do pay, or cauſe to be paid the rents or ſums of money reſerved or appointed to be paid, and expreſſed in and by the Indenture of his or their ſaid leaſe or grant to ſuch perſon or perſons, to whom the ſame from time to time ſhall by the purport and true meaning of theſe preſents belong, or appertain, according to the purport and true meaning of the ſame leaſes, any thing before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding; provided alſo, and it is further agreed by and between all the parties to theſe preſents, and by them declared to be their true intent and meaning, that if the ſaid T. G. ſhall at any time during his natural life be minded to alter, change or make void all or any the uſe or uſes, truſt or truſts hereby declared, or any of them, and ſhall to that purpoſe by any writing to be by him ſealed in the preſence of two or more credible witneſſes, declare and ſignifie ſuch his mind and intention, that then and from thenceforth, from and after ſuch ſignification and declaration ſo to be made, as aforeſaid, ſuch of the uſes and truſts hereby limited, of, for and concerning

cerning the said lands and premises, and the profits of them, or of or concerning such part, & so much thereof, concerning which such declaration shall be made, shall cease, determine and become utterly void, frustrate and of none effect, & that then & from thenceforth the said E. F. and G. H. and their heirs, shall stand and be seized thereof, or of such part thereof, concerning which such declarations shall be made, to and for such uses, or such declarations shall limit, declare and appoint the same; and for default of such declaration or limitation, then to the use, benefit and behoof of the said T. G. his heirs and assigns, and to and for no other use, intent or purpose whatsoever, any thing before herein contained to the contrary thereof in any wise notwithstanding.

*Memorandum*, that after the sealing and delivery of the bargain and sale within-mentioned, by the said A. B. and C. D. to the within-named E. F. and G. H. and after that the said E. F. and G. H. had accepted of the said bargain and sale, and had sealed and delivered the Counterpart thereof, as their act and deed, then this present deed was sealed and delivered by the within A. B. and C. D. in the presence of, &c.

## *An Assignment and Letter of Attorney of several Bonds.*

TO all Christian people, to whom these presents shall come, I T. G. of, &c. send greeting, whereas T. E. of, &c. L. H. of, &c. & Sir W. H. of, &c. in and by their obligations, bearing date the, &c. do stand joyntly and severally bounden unto me the said, &c. in the sum of 800 *l.* with condition thereupon endorsed for the payment of 406 *l.* on the thirteenth day of *Decembe*,

*December*, then next ensuing the date of the said Obligation, at or in the then dwelling-house of W. C. in, &c. and whereas also T. B. Esquire, Sir E. S. Knight, and Sir T. M. Knight, in and by their Obligation bearing date the, &c. do likewise stand bound unto me in the summe of 600 *l.* with condition thereupon endorsed for payment of 310. *l.* on the nineteenth day of *November* then next ensuing the date of the said Obligation, at or in the, &c. and whereas also, &c. as in and by the said several recited Obligations more at large it doth and may appear. Now know ye, that I the said T. G. for divers good and valuable considerations me hereunto especially moving, have granted, assigned and set over, and, &c. to W. P. of the Middle Temple *London*, Gent. all and singular the bonds and debts aforesaid, and have made, assigned, constituted and ordained, and in and by these presents, do make, assign, constitute and ordain the said W. P. my true, lawfull and irrevocable Atturney in my name, but to the only proper use and behoof of him the said W. P. his executors and administrators, to ask, demand and receive of the said several Obligors bound by the said recited Obligations, the said several sums of money in the said recited conditions mentioned respectively, giving, and by these presents granting unto my said Atturney full power and authority, if need shall be, to sue, arrest, attach, implead, condemn and imprison the said parties Obligors, and every of them, and their or every or any of their bodies, goods and chattels in execution to take, and out of execution to deliver, either upon satisfaction, composition, or otherwise, at the will and pleasure of my said Atturney, acquittance or any other discharges in my name to seal and deliver; Atturney or Atturneys, one or more under him the said W. P. his executors and administrators, to

make

make, substitute and revoke, and generally to do, execute, prosecute and determine all and every other act and acts, thing and things whatsoever, which in or about the premises, or any part thereof, shall be needfull, necessary or convenient, as fully, wholly and effectually, and in as large and ample manner and form, to all intents and purposes, as I the said T. G. my executors and administrators, might or could do personally without any accompt thereof to be yielded to me, my executors or assignes; and whatsoever my said Atturney shall do or cause to be done, in, about or concerning the premises, I do by these presents ratifie, confirm and allow the same, and also do for my self, my executors and administrators covenant, &c. to and with the said W. P. his executors and administrators, that the said recited Obligations and every of them, now are and stand in full force and effect, and that neither I, my executors and administrators shall not at any time hereafter acquit, release or discharge them, nor any of the moneys due upon the aforesaid obligations, or any of the said parties Obligors bound in and by the said recited Obligations, or any of them, their or any of their executors or administrators, or any of them, of and from the same, or the sums of money in them or any of them mentioned, or any part thereof, without it be by the consent of the said W. P. his executors or administrators in writing. And further, that I the said T. G. my executors and administrators, shall and will ratifie, confirm and allow all such lawfull actions and suits, and other things whatsoever, as he the said W. P. his executors, administrators or assigns, or any of them, shall at any time hereafter bring, sue, commence, prosecute or proceed in or against the said parties Obligors bound in or by the said recited Obligations, or any of them; And lastly, that I, my executors

tors or administrators, shall upon every reasonable request of the said W. P. his, &c. give to the said W. P. his, &c. such further letter or letters of Atturney, and power for the receiving & recovery of the debts aforesaid, and every of them, as by the said W. P. his executors or administrators shall be reasonably demised and acquired.

*A Condition upon the granting of a* toties quoties *for Replevin.*

WHereas the above-named G. S. by vertue of his office, as steward of the Mannor of S. above-named, hath granted forth a precept for the replevying and delivering of one bay Gelding of the goods and chattels of the above-bound G. S. unto him the said G. being now impounded by N. out of his lease of ground in, &c. and also to replevy the said Gelding of the said G. so often as he shall be impounded by the said N. or any of them; Now therefore the condition, &c. that if the said G. S. with effect do prosecute the said action, and all other such actions as shall be brought by him for the impounding of the said Gelding, and return the same so oft as return by Law thereof shall be adjudged, and him the said G. from time to time, and at all times hereafter, do and shall well and truly save, defend and keep harmless and indempnified against all men for and concerning the granting of the said Replevin, that then, &c.

*A Condition that a Lords Bayliff shall give a true account of his Bayliffship.*

THe Condition, &c. That whereas the Right Honourable, &c. hath constituted and appointed the above-bound J. S. to be Bayliff in his Mannor of, &c. and Collector of his rents, revenues, perquisits, and

and profits there, during his Lordships pleasure; if therefore the said J.H. by himself, or his sufficient deputy, do and shall from time to time, for and during his continuance and exercise of and in the said place and office, demean himself therein, without voluntary concealment, fraud or deceit, towards his said Lordship, and do and shall yearly, during such his continuance and exercise at the audits to be kept for his said Lordship, yield and make true and just accompts to the auditor for the time being, of the said Mannor and premises, and also make current payment and satisfaction to his receiver of the premises for the time being, or other officer or officers in that behalf to be authorized and appointed, at or before every such audit and audits, of and for all and every such sum and sums of money, rents, revenues, fines, issues, goods, chattels, profits and perquisits as then shall have come to the hands of the said J.S. his deputy or deputies, or as he or they ought justly to be charged withall to his said Lordship, for or in respect of the said office or place, that then, &.

*A Condition to pay Childrens Portions and shares of their deceased Fathers estates.*

THE Condition, That if the above-bound R.Y. his, &c. pay and deliver, or cause to be paid and delivered unto the above-named W. E. and M. natural Children of the above-named N. late of R. aforesaid, their late father deceased, their several filial portions, or childs parts of the goods and chattels of their said late father deceased, according to the Inventory thereof, and also accompt and render unto them their just shares of all other their rights due unto them by vertue of the last Will and Testament of their said father, when they come to the full age of twenty

twenty one years, or happen to be married; and also honestly, according to their degrees educate, and bring up the said children, during the time of their nonage, with meat, drink, apparel and learning; and if it happen any of the said children to dye before they come to full age, or to be married, then if the said R. Y. do content and pay the portion, and other rights of him, her or them so dying, to whom the Law shall appoint the same to be paid, or who by proximity of blood ought to have it, and also save and keep harmless the above named, &c. Commissary, and all other the officers, that then, &c.

*A Condition that the Heir shall make no claim.*

THe Condition, &c. that whereas R. G. of, &c. father of the above-bound R. is possest of one messuage or tenement, and certain customary Lands thereunto belonging, holden of the Right Honourable, &c. as of the Mannor of, &c. called or known by the name of, &c. now in the occupation of, &c. out of which messuage or tenements is issuing the yearly rent of, &c. and whereas the said R. the son, for and in consideration of a certain competent sum of, &c. to him the said R. by the said J. well and truly contented and paid, whereof and wherewith the said R. acknowledgeth himself fully satisfied, hath granted and agreed that the said J. (by and with the consent of the said R. the father) shall have and enjoy to his own use for ever, the said messuage or tenement, lands and premises, and all the estate, right, title and interest, which the said R. the son now hath, or at any time hereafter may, might, should or ought to have, of, in and to the same, from, by or under the right, title or interest of the said R. the father, or as heir unto him; if therefore the said R. the Son, his, &c. nor any of them, do not at

any

any time hereafter make or cauſe to be made any claim or demand, of, in or to the ſaid meſſuage or tenement and premiſes, or any part thereof, from and after the deceaſe of his ſaid father, but to permit and ſuffer the ſaid J. G. his, &c. and every of them, to have, poſſeſs and enjoy, to his and their own uſe for ever the ſaid, &c. and every part thereof, without any let or diſturbance of or by him the ſaid R. the ſon, his, &c. or of or by any other perſon or perſons, or by his, their or any of their acts, means, conſents or procurements, clearly releaſed, acquitted and diſcharged of and from all incumbrances whatſoever, by him, them, or any of them had, made, committed or done, or to be had, made, committed or done in any wiſe, that then, &c.

### *A Condition to appear before the Juſtices of Peace, &c.*

CONdition, &c. That if the above-bound S. T. do perſonally appear in the cuſtody of the Bayliff within-written, or his deputy, before the Juſtices, &c. the *Monday* next after the Nativity of St. *John* Baptiſt, at the Town of, &c. to find there before the ſaid Juſtices, good and ſufficient Sureties for the peace, and to behave and bear himſelf well and peaceably againſt, &c. and in the mean time keep the peace of the Common-wealth, and from thenceforth ſave and keep harmleſs the within-named, &c. for and concerning the premiſes, that then, &c.

*A Condition to ſuffer ones wife to make a will, and to ſurrender a Copy-hold to his and her uſe.*

THe Condition,&c. That whereas there is a Marriage,&c. Now if the ſaid J.F. do and ſhall after the celebration of the ſaid Marriage, and during the coverture, permit and ſuffer the F. S. to make her laſt Will and Teſtament in writing, or otherwiſe, and by the ſame to give and diſpoſe of the goods and chattels, or ready money of him the ſaid J.F. to the value of,&c. or under, at her will and pleaſure, to ſuch perſon and perſons, and for ſuch intents and purpoſes as ſhe the ſaid S. ſhall by the ſame VVill nominate and appoint; and alſo if the ſaid J. F. his,&c. (after the ſaid VVill ſhall be ſo made and publiſhed under teſtimony of ſufficient witneſſes) do and ſhall well and faithfully execute and perform the ſame Will, or ſuffer the ſame to be duly executed and performed, according to the intent and true meaning of the ſaid S. F. and alſo if the ſaid J. F. do and ſhall at the next Court to be holden for the Mannor of,&c. ſurrender into the hands of the Lord of the ſaid Mannor, according to the cuſtome of the ſame, all that his Manſion-houſe, &c. to the uſe and behoof of the ſaid J. F. and S. F. for and during their natural lives, and the life of the longeſt liver of them, and after the deceaſe of the Survivor of them, then to the uſe and behoof of, &c. that then, &c.

*A Letter of Attorney to receive money due upon several Bonds, allowing the Attorney his reasonable charges, and out of that money which he shall receive, to satisfie himself of such moneys as are due to him for him which makes this Letter.*

TO all men to whom these presents shall come, W. R. of *Tatterſel* in the C. of *Lincoln* Yeoman, sendeth greeting. Know ye, That I the said W. R. for divers good, sufficient, and reasonable causes and considerations me hereunto moving, but especially for and in respect of certain several sums of money heretofore to me paid by C. H. of T. in the said C. of *Lincoln*, Gentleman, have authorized, constituted, nominated, made and ordained, and by these presents, do authorize, constitute, nominate, make, ordain, and in my place put in the said C. H. my true, faithfull, lawfull, undoubted and irrevocable Attorney, from henceforth for me and in my name to ask, receive, gather and take all such sum and sums of money, as are already due, or hereafter shall or may become due unto me the said W. from any person or persons herein hereafter mentioned and expressed; as also all such sum and sums of money as were due unto E. my now wife, in her widowhood, or hereafter may or shall be due unto her by any person or persons whatsoever, & herein hereafter mentioned and expressed, by virtue of any bill, bond, or any other writing or wayes whatsoever, that is to say, to ask, gather, receive and take of A. B. of C. in the C. of E. Yeoman, the sum of Ten pounds of lawfull *English* money, due unto me by virtue of one bond or writing obligatory, from the said A. B. to me the said W. R. dated the last day of *June* last past, before the date hereof, as in and by the condition of the said obligation, reference being thereunto

had, more plainly and at large it doth and may appear, and also forty shillings of lawful English money, from, &c. Then name every particular sum, and set them down according to their several names, sums and dates as they are, and insert these covenants following, as in and by the several conditions of the said bonds, whereunto relation being had, more plainly and at large it doth and may appear: for the recovery of all which said several sums of money, which shall arise or grow due unto me the said W. R. by vertue of any or either of the said bonds, yet in arrear, due and unpaid, I do by these presents give full power and authority unto the said C. H. for me, and in my name, and to my use as aforesaid, to receive, and upon non-payment of them or any of them, to bring, sue and prosecute for me & in my name, all and all manner of actions whatsoever, as well real as personal, and the same to prosecute & follow by sute, arrest, imprisonment, judgment, condemnation, execution or otherwise: And one Attorney or more for the doing of the premises to make, and the same at his will and pleasure to revoke, & new in his or their place to be put, in as large and ample manner as I might do, if the same were by me in proper person done, commenced, sued or taken, to the only benefit and behoof of me the said W. R. allowing to the said C. out of the said sum or sums of money, so by him received, his reasonable, lawful and necessary expences and charges laid out or disbursed in hand or otherwise, in and about the recovery, getting and procuring of the said sums of money, or any of them, with allowance and payment of all such reckonings, sum and sums of money as are due to him the said C. by me the said W. as shall or may appear upon any reckoning, bill, bond or otherwise, under my hand and seal, or by sufficient witness. And I do by these presents covenant, promise and grant, to and with the said C. his

execu-

executors, &c. that I, my heirs and assigns, shall and will at all times hereafter, ratifie, confirm and allow whatsoever my said Attorney shall do, or cause to be done, in or about the premises. In witness, &c.

## *A Copy of a Lease to try a Title.*

THis Indenture made, &c. between, &c. witnesseth, That the said A B. for divers good causes and considerations him thereunto especially moving, hath demised, granted, and to farm-letten, and by these presents, doth demise, grant, and to farm let unto the said W. M. all that Messuage or Tenement with the appurtenances, scituate and being in N. aforesaid, and all Houses, Edifices, &c. now or late in the tenure or occupation of C. D. or his assigns, To have & to hold the said Messuage or Tenement, and premises, with the appurtenances, before by these presents mentioned to be demised, &c. for 3 years or more, &c. yielding and paying, &c. being lawfully demanded: Provided alwayes, and upon this condition, that if the said A. B his executors, administrators or assigns, or any of them, do well and truly pay, or tender, or cause to be tendred or paid to the said W. M. his executors, administrators or assigns, at any time, during the continuance of this present demise, the sum of 1 *l.* of lawful *English* mony, that then & from thenceforth this present Indenture, and every article & thing herein contained, shall be utterly void, and of none effect: And that then also, and from thenceforth it shall and may be lawfull to and for the said A. B. his executors, administrators and assigns, or any of them, into the said Messuage or Tenement, and premisses with the appurtenances, and in every part and parcel thereof, to re-enter, and the same to have again, repossess & enjoy, as in his & their former estate, any thing in these presents contained to the contrary thereof

containing in any wise notwithstanding. In witness whereof, &c.

*A Discharge made to the Sheriff (for a Prisoner) from him to whom the Prisoner is indebted.*

KNow all men by these presents, That I A. B. of C. in the C. of L. have remised, released, acquitted and discharged, and by these presents do for me, my heirs, executors, administrators and assigns, remise, release, and fully and absolutely acquit and discharge T. J. high-Sheriff of the C. of L. aforesaid, and I. B. his Under Sheriff, their heirs, executors and administrators, of & from all and all manner of escapes, as well voluntary as negligent, and of and from all actions, cause and causes of actions, for or concerning the enlarging or setting at liberty of the body of I. S. taken at my sute by vertue of a *Capias ad satisfaciendum* to the said Sheriff directed of 8 l. debt, and 15 s. costs of sute, returnable in the Court of Common-pleas, in *Hilary* Term last past, and I the said A. B. do hereby discharge the said Sheriff from all actions, reckoning, duties and demands whatsoever, concerning the executing of the said *Capias ad satisfaciendum*. In witness whereof, &c.

*An Indenture of Partition, where two have taken a joint Lease of Messuage and Lands, &c.*

THis Indenture made the 5 day of *June*, in the year of our Lord God, according to the account used in *England*, One thousand, six hundred, fifty and one, between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said A. B. and C. D. do hold jointly for term of certain years, yet during and unexpired, all that messuage, tenement or farm-house called, &c. situate in B. in the County of, &c. & all houses, edifices,

edifices, buildings, barns, ſtables, or chards and gardens thereunto belonging, with their appurtenances, and alſo all thoſe ſeveral Cloſes of arable Land, called or known by the name of, &c. and containing by eſtimation, &c. and all that great meadow, ſituate, &c. containing, &c. and all thoſe parcels or Cow-paſture, next adjoining to, &c. called, &c. and containing, &c. And all that parcel of wood-ground called B. wood, with divers other parcels, with all and ſingular profits & commodities thereunto belonging or appertaining, by one Indenture or demiſe, bearing date the, &c. made between W. L. of, &c. Gent. of the one part, and the ſaid A. B. and C. D. of the other part, yielding and paying therefore the yearly rent of, &c. at two uſual dayes of payment in the year, that is to ſay, &c. by equal portions: And the ſaid A. B. and C. D. do thereby covenant to pay the ſaid rent of, &c. in manner, &c. and alſo for and during the ſaid term to repair the ſaid Meſſuage, and all other the premiſſes, as alſo the hedges, ditches and mounds belonging to the demiſed premiſſes, and at the end of the ſaid term, do covenant to leave the ſame well and ſufficiently repaired into the hand of the ſaid W. L. his, &c. as in and by the ſaid Indenture of demiſe, relation being thereunto had, it doth and may more fully and at large appear.

Now this Indenture witneſſeth, That the ſaid A. B. and C. D. have with their full and whole conſent, and by and with the advice and aſſiſtance of E. F. of, &c. and G. H. of, &c. by them reſpectively choſen for that purpoſe, made an equal diviſion and partition of the ſaid demiſed premiſſes, into two equal parts or moieties, to the end, intent and purpoſe that the ſaid A. B. and C. D. and their ſeveral and reſpective executors, &c. may have, hold, occupy, poſſeſs and enjoy the ſaid equal parts and moity of the ſaid demiſed premiſſes, during the remainder of the ſaid term, in manner and

form following, that is to say, that he the said A.B. his executors, &c. shall and may during the remainder of the said term, have, hold, and enjoy the moity, partition or half-part of the said Messuage or Tenement, Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands and Premisses, as the same are divided and set apart, as aforesaid, that is to say, all those several Rooms scituate at the West end of the said demised Messuage, called by the name of the, &c. the, &c. the &c. and all that great barn scituate at the, &c. and all that, &c. (so naming every parcel, as alotted) in full recompence of his due part and portion between them, of the said demised premises, and that the said C. D. his executors, &c. shall during the remainder of the said terms, have the other moity, partition or half-part of the said Messuage or Tenement, Houses, &c. as the same are divided and set apart, as aforesaid, that is to say, all those several Rooms scituate at the East-end of the said Messuages, &c (as above-named the parcels) in full recompence of his due part and portion between them of the said demised premises: *To have and to hold*, to either of the said parties, their executors, &c. severally, as is abovesaid, from the day of the date hereof, unto the full end and term of, &c. And it is covenanted, granted and agreed by and between the said Parties, that the said yearly rent of, &c. to be due to the said W. L. or his assigns, from time to time during the continuance of, &c shall be equally paid between them the said A. B. and C D. their executors, administrators and assigns, as tenants of the said demised messuage & other the premisses, from time to time, during the said term, either of them for the said part and portion alotted, as is aforesaid. And the said A. B. for him, his, &c. doth covenant, promise and grant, to and with the said C. D. his, &c. to save, defend and keep harmless and indemnified the said C. D. his executors, &c. of and

from

from all prejudice, loss or damage which shall happen or come unto him the said C.D. his, &c. for or by reason of any breach of any of the covenants and agreements specified and comprized in the said Indenture of Lease, or other things whatsoever which shall or may be had, made, done, committed, omitted or suffered by him the said A.B. his, &c. for or in respect of his said moity, or half-part of the demised premisses, or any part thereof: And the said C.D. doth for him, his, &c. covenant, promise, grant and agree, to and with the said A.B. his, &c. *ut supra.*

And for the true keeping, performance and observation of all and singular the said partitions, covenants, conditions, payments, agreements and articles herein before expressed, either party bindeth himself, his heirs, executors and administrators, to the other by these presents in the sum of, &c. In witness, &c.

*Judge* Cook *his Articles, which the Chief Constables of every Hundred are to observe and answer unto at the beginning of every Assize, viz.*

*Imprimis*, what Felonies have been done within their Hundred from the Assizes next before, against whom, and at what time, and wherefore, and what pursuit hath been made for the Felonies, and in whom default of pursuit of Felonies hath been?

2. *Item*, what vagrant and suspected persons have been apprehended within that time within their Hundred, and what hath been done with them, and by whose default any such persons have escaped from apprehension, and how the watches have been kept in every Township, between the *Ascension* and *Michaelmas*?

3. *Item*, what Recusants are within their Hundreds, and come not to the Church according to the Law?

4. *Item*, what decay of Houses, Husbandry, hath been since the beginning, &c. within their Hundreds,

which had twenty acres of land, meadow and pasture, to them, when decayed, and by whom?

5. *Item*, what grounds within your Hundreds that have been used to be tilled ordinarily, any twelve years since the beginning, &c. been turned from Tillage to Pasture, by whom, and when?

6. *Item*, how many Ale-houses be in that Hundred, and in what places, and where they be? how many be licensed, and by whose licence, and how many without licence, and who they be, and whether punishment have been done to the offenders, according to the Statute?

7. *Item*, whether such Ale-houses as are licensed, do observe the Articles prescribed to them?

8. *Item*, who have made any ingrossing, forestalling, or regrating within their Hundred, and whereof, and where put in ure?

9. *Item*, who they be that make Mault to sell, of Corn not being of their own tilth or rent-corn, not being licensed thereunto, according to the Statute lately made?

10. *Item*, to observe and answer how Vagabonds are taken up and punished, and to see how the impotent poor are provided for, without being suffered to wander abroad for relief out of the Parish.

11. *Item*, you shall inquire of what value and sufficiency of estate and discretion, the Petty Constable is within every several Town within his County, that hereafter no man be admitted to be a Petty Constable, except he be a Subsidy man, and of good understanding.

12. *Item*, you shall inquire and present all Masters that shall retain their servants out of the general petty Sessions, or give greater wages than shall be set down by the Justice, and whether the petty Sessions be duly kept at the times accustomed, so as none may be re-

retained but in petty Sessions, except it be in cases of necessity, and then the said retainer to be known unto the Chief-Constable of the Hundred, and to be entered into their book.

13. *Item*, you shall give warning to every Petty Constable, that every one in his or their several Parish or limit, do take heed that no cottage be newly builded, that every Constable when he shall see any stuffe or stone, clay or timber provided by any inhabitans within his Parish, and minded to build a cottage, shall speedily give notice thereof to the Justices of Peace for that limit, that the said Justices of the Peace may take present order for the suppressing thereof.

14. *Item*, if any Lord or freeholder, out of his private devotion, or otherwise, shall build or erect any cottage, not laying thereunto four acres of lands, according to the Statute, then the Justices of the Peace shall take order, that the said Lord or free-holder shall maintain the poor that shall inhabit in the said cottage, and if the said Lord or free-holder shall refuse so to be ordered, then the said Justices of the Peace shall take recognizance of such Lord or free-holder, for their appearance at the next Assizes, and general Goal-delivery, to answer for his refusal and contempt, as for the building of the said cottage.

15. *Item*, you shall make diligent inquiry, what unlawfull games, drunkenness, whoredom, incontinency, evil, vile and other disorders, be committed by Masters of households in their several families, or by their children or servants for want of good government of the householders, and to present the same, for that upon the good ordering of private Families, the Commonwealth doth depend.

16. *Item*, you shall make diligent inquiry, what Servants before the time they were retained to serve, were turned out of service, and for what cause the ser-

vant

vant is so turned away; for that thereby many become Rogues, and idle persons, and to present the same, to the end Masters may be punished for such offence, according to their demerit in that behalf.

17. *Item*, to inquire of all Purveyors and Poulterers which buy any victuals, and sell the same again at unreasonable rates.

18. *Item*, to inquire of all Dove-houses erected or maintained by any not being Lord of the Mannor, or Parson of the Town.

*Points of Law by R. O. concerning Lord and Tenant, &c.*

1. IF the Lord take away any part of the demised premises, and exclude the Tenants by walls, &c. it is an extinguishment of his Rent.

2. If a Landlord covenant with his Tenant to rebuild any Room, and do not, whereby the Tenant receiveth loss, the Tenant may have an Action upon the Case, upon his Paroll-covenant, wherein he may recover what he can prove himself damnified.

3. If the Landlord hath manure lying in the ground of the Tenant, and except it not at the demise, the Tenant may dispose the same as he sees cause for his own conveniency; for being a place for a manure-hill, the Tenant necessity will require use of it; and that the Tenants may better and safer dispose it, let him mix some of his own manure with it, and then he may either sell it, or lay it upon what ground he will.

4. The Landlord digs a Saw-pit, &c.

After the ground let, it is the Tenants, and he may have an Action against any that during that time, without his consent meddles with it.

5. The Landlord after the demise, lops, tops, cuts and fells Timber, Willows, Sallows, Thorns and other wood; during the Lease the Landlord cannot without con-

consent of the Tenant meddle with the woods not being excepted in the Lease.

6. The Tenant may cut any Water-boughs, Thorns, Willows, Alders, &c. for necessary Hedge-boot, Fire-boot, but not to sell; and if he left Ashes, 'tis an Action of Waste in the Tenant.

7. If the Landlord lay Hay in any Room of the Tenant, &c. and the Tenants Man or Maid, or himself fodder his Cattle with it, what remedy hath the Landlord against the Tenant, and the Tenant against the Landlord?

An Action lieth against the Lord for laying his Hay there; but the property of the Hay there is still notwithstanding in the Landlord; and if the Tenant fodder his Cattle with it, the Lord hath his Action.

8. If a man let a Cow to her, and after take her to the Market to sell, and do not, an Action of Trespass lieth against the Owner for driving of her to the Market.

9. If he to whom the Cow is letten sell the Cow, and render the money to the Owner, what danger to him that sold her?

The Cow is to be returned, and not her price; and if the Lord refuse the price, he may bring his Action, but shall recover but her worth.

10. If the Lord promise to put in repair any houses, &c. and do not, if any of them fall down for want of mending, what remedy hath the Landlord against his Tenant for not repairing the same?

*An.* If any of these things that the Lord was first to put in repair, and did not, decay, the Tenant is not bound to repair them; & if by permission they come to ruine, it is the Landlords fault, and the Tenant is free.

11. If the Landlord promise to fence in a piece of ground, where the Tenant is to sow Hemp and Corn, and do not, but so as the Tenants goods cannot be

kept

kept out, but destroy his Corn.

An Action upon the Case lying against the Lord upon the Promise.

12. Cutting up timber-trees, fruit-trees, hedge-row-trees that shelter the houses, are waste; the Tenant hath interest in the rest, if not excepted.

13. A.B. hath his horse strayed from him, and finds him in the custody of C.D. and demands him of C.D. finding him in C.D. his draught, and C.D. will not deliver him without 8 d. *per* week allowance, and by delayes detains the horse till the year be expired.

A. B. may recover his horse by Detinue, or Action upon the Action of Trover and Conversion, wherein he must prove the property of the horse to be his, and the other will be allowed fitting recompence for his food, but no longer than untill he was owned, and amends tendred.

14. If a Tenant upon an arbitrement give a Release to the Landlord, whether will that Release free any other that the Landlord hath caused to wrong the Tenant.

*Ans.* For any thing that any other hath done jointly with the Lord wherein the Tenant was indamaged, this Release may be pleaded in Law, but not in actions done by any other without the Lords joining.

## *A Charter-party with extraordinary Covenants and Clauses therein contained.*

THis Charter-party made and indented the Three and twentieth day of *August*, in the year of our Lord God, One thousand, six hundred, thirty & eight, according to the new stile, between H. C. of *Sligo* in the Kingdom of *Ireland*, Merchant, of the one part, and R. T. of *Newcastle* upon *Tine*, Master, under God, of the

the good Ship called the *William* of *Newcastle*, burthen Fourscore Tuns, or thereabouts, of the other part, witnesseth, That the said Master hath letten to Freight the said Ship unto the said Merchant, and to the said Merchant hath hired her for a Voyage (by Gods grace) to be made in manner and form following; that is to say, the said Master, for him, his executors, administrators and assigns, doth covenant, promise and grant unto and with the said Merchant, to take, receive and load in his said Ship, the *William*, all such goods and Merchandizes, as the said Merchant shall please to put aboard her, and the said Ship can conveniently carry over and above her victual, tackle and appurtenances, and with the next good wind and weather which God shall send to depart hence, and sail directly for the Island of *Scotland*, called by the name of the *Lewes*, to a Port lying there called L. of *Holiard*, or to any other convenient Port or Harbour in the said *Lewes*, where other Shipping goeth to take in fish, and the said Merchant shall appoint, and there with all expedition to discharge all or any of the said goods, and reslade fish to the full and sufficient loading of the said Ship, and being dispatched to depart thence, and sail directly for the *Downs*, or any other place or places, Port or Ports where the Merchant or his assigns shall please to order him, there to discharge and deliver the said fish, and other goods whatsoever, loaden by the said Merchant or his assigns in the said Ship, and so to finish and end the said indented Voyage: And the said Merchant, for him, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said Master, not only to go with him in person for the said *Lewes*, and there to load the Ship with fish, or any such other goods as he shall please, and thence to sail with them for the place or Port of their discharge; but

also

also then and there before bulk-breaking to give sufficient security unto the said Master for the payment of his Freight, and after safe delivery of the said goods to pay for Freight 50 l. sterling *per* month, for so long time as the said Ship hath been in service of the said Merchant, the dayes less than a month after the same rate, the months pay to begin on *Fryday* next, the seven and twentieth day of this present month, and to end when the last goods are delivered out of the said Ship, at the place of her right discharge, and the said freight to be paid within ------ dayes at the longest, with average and primage, according to the custom of the Sea: And moreover, the said Merchant doth promise to provide the said Master a sufficient Pilot to bring the said Ship in and out of the Liewes, and to pay all other Pilotage, Anchorage, and others duties which in any Port or Harbour during the said Voyage shall or may be claimed in respect of the said Ship and goods, and to provide the said Ship of sufficient Convoy, if he the said Merchant or his assigns do require that the said Ship shall make her discharge in any unfree place: Provided that the said Master in his going for the said Islands or Liewes is to put into *Tinmouth*-Haven, there to victual & provide himself, which time from his first coming in, until his coming out again to Sea, is not to be reckoned to the Merchants charge: And the said Master doth promise and warrant his Ship to be strong and stanch, and to man and victual her fitting to perform the said Voyage, with all other necessary appurtenances. For the true performance of all which premisses, the said parties do bind themselves unto each other in the penalty of 500 l. sterling, to be paid by the party defective unto the party observant.

And

And it is agreed by and between the said parties, that the Monthly Freight above-mentioned shall run and continue untill the same Freight be fully paid, and that the said Master shall not abide or tarry in *Tinmouth*-Haven longer than six dayes, if wind and weather serve. Provided that the half-deck and fore-castle is to be for the Masters use and stowage.

In witness whereof, the said parties unto two Charter-parties of this tenor, interchangeably have put their hands and seals. Dated in, &c. the day and year above-written.

*A Deed to revoke several uses in settlement, according to a power therein reserved.*

TO all Christian people, to whom this present writing shall come, Sir R. C. of *Stefford* in the County of *Lincoln* Baronet, sendeth greeting in our Lord God everlasting. Whereas in and by one Indenture bearing date, &c. and made between Sir R. C. on the one part, and I. S. Gentleman, servant of the said Sir R. C. on the other part, There is (amongst other things) one proviso contained in these, or the like words, in effect hereafter following, (that is to say) Provided likewise, that it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of them, and of these presents is, that if the said Sir R. C. shall at any time hereafter during his natural life, be minded or purposed to alter, determine, revoke or make void all or any of the use or uses, estate or estates, trust or trusts herein before mentioned, declared, limited or appointed, and shall by any Deed or Writing to be by him the said Sir R. C. sealed and subscribed in the presence of two or more credible witnesses, declare and publish

liſh his mind, intent and meaning to be, to revoke, alter, or make void and fruſtrate the ſaid ſeveral uſes, eſtate and truſts, before in theſe preſents mentioned, declared, limited or appointed, or any of them, of, for or concerning the ſaid Caſtle, Manors, Meſſuages, Lands and Premiſſes, or any of them, or any part or parcel of them, or any of them; that then and from and after any ſuch declaration or publication ſo to be made, as aforeſaid, the ſame uſe and uſes, eſtate and eſtates, truſt and truſts, in and by theſe preſents limited, expreſſed, declared or appointed, of, for and concerning the which any ſuch declaration or publication ſhall be made, as aforeſaid, ſhall ceaſe and become utterly void, fruſtrate, and of none effect, to all intents, conſtructions and purpoſes whatſoever, and that then and at all time from thenceforth, the ſaid I. S. and his heirs, and all and every other perſon and perſons ſtanding and being, or which at any time hereafter ſhall ſtand and be ſeized of the ſaid Caſtle, Mannors, Lands and premiſſes, ſhall ſtand and be ſeized of the ſame, or of ſuch part, or ſo much thereof, concerning the which any ſuch declaration or publication ſhall be made, as aforeſaid, to ſuch uſes, intents, truſts and purpoſes, as the ſaid Sir R.C. in or by any ſuch deed or writing, as is aforeſaid, or by any other deed or writing to be by him the ſaid R. C. ſealed and ſubſcribed in the preſence of three or more credible witneſſes, ſhall declare, limit or appoint; and for default of ſuch declaration, limitation or appointment, to the uſe and behoof of the ſaid Sir R. C. his heirs and aſſigns for ever, and to or for none other uſe, intent, meaning or purpoſe whatſoever, as in and by the ſaid Indenture (amongſt divers other proviſoes and things therein contained) more plainly and at large it doth and may appear.

Now

Now know ye, that I the said Sir R. C. do by this my present deed or writing sealed and subscribed by me the said R. C. in the presence of (three) credible witnesses, declare and publish my mind, intent and meaning to be, to revoke, alter and make void and frustrate, and I do by these presents revoke, alter and make void and frustrate all and every the use and uses, estate and estates, trust and trusts in and by the said Indenture declared, limited or appointed, of, for and concerning all and every the Castle, Mannors, Messuages, Lands, Tenements, Advowsons, and all other Hereditaments mentioned, contained and specified in the said Indenture with their and every of their appurtenances, and of, for and concerning every part thereof: And I do hereby further declare, limit and appoint, that the said Castle, Mannors, Messuages, Lands, Tenements, Advowsons, and all other Hereditaments with their appurtenances, shall remain and be, and that the said I. S. and his heirs, and all and every other person and persons standing and being, or which at any time hereafter shall stand and be seized of and in the same, shall stand and be seized thereof, to the use and behoof of me the said Sir R. C. my Heirs and Assigns for ever, and to and for none other use, intent, meaning or purpose whatsoever. In witness whereof, I the said R. C. have hereunto set my hand and seal the 28 day of *February*, in the year of our Lord God, according to the computation used in *England*, 1691.

*An Indenture of Co-partnership, between four Merchants.*

THis Indenture Quadripartite, made the, &c. between R. B. Citizen and Goldsmith of *London*, of the first part, W. C. Citizen and Goldsmith of *London*, of the second part, T. B. Citizen and Goldsmith of *London*, of the third part, and T. L. of *London*, Merchant-adventurer, late servant of the said R. B. on the fourth part, witnesseth, That the said R. B. W. C. T. B. and T. L. in consideration of the fidelity, trust, confidence, and good opinion which every one of them alwayes hath had, and yet hath and reposeth in every other of them, have joyned themselves to be Co-partners together in the Trade of Merchandizing, that is to say, in buying, selling, uttering, vending or retailing of all sort and kinds of wares, and all other kinds of businesses to the Trade of a Merchant incident, belonging or appertaining, and the said Co-partnership to continue between them, from the first day of this instant Month of *March*, for and during the term and space of three whole years from thence next ensuing and fully to be compleat and ended; And to that end and purpose, they the said R. B. W. C. T. L. and T. B. have before the day of the date of these presents delivered into stock (to be used and imployed in the said Trade of Merchandizing, as well within the Territories of *England*, as elsewhere in several places in the parts beyond the Seas;) in money, cloth, wares, debts, merchandizes, adventures, abroad, and here in *England*, adventures now already upon the Seas, and beyond the Seas, such several stock and stocks, and summe and summes of money as are specified and expressed in a Schedule indented to these presents annexed of the particular and proper stock severally put in, and severally belonging to each one

one of the said several parties for their several quantity and proportion, being in the said Schedule severally set down, mentioned and declared, as by the same more fully and plainly it doth and may appear: It is now covenanted, granted, concluded, condescended, and fully agreed by and between all the said parties to these presents, and each one of the said several parties for himself respectively, and for his own particular part, and for his own several and particular Executors and Administrators, do and doth severally, and not joyntly, covenant, grant, promise and agree to and with every and each other of the said parties, his and their several executors and administrators by these presents in manner and form following, that is to say, that every and each of the said parties for himself during & by all the said space of three years (if all the said parties shall so long live) shall continue and abide together as joynt-occupiers and partners, and that every and each of the said parties shall from time to time, during and by all the said term (if they shall so long live) do their and every of their reasonable endeavours and diligence, by all the wayes, labours, means that each of them can or possibly may, to the uttermost of their power, wit, cunning and knowledge, and for the most benefit, profit and advantage of every and each other, faithfully and truly imploy, buy, sell, and merchandize, with all such and so much of the said whole stock, as shall in all manner of wise come to be committed to each one of their several charge, dispositions and government, and the gains and encrease of every such part. And it is the true intent and meaning of all the said parties, to these presents, that the said W. C. shall manage the business and affairs for, &c. in the parts of *Spain* during the good liking of the said R. B. and there for the most part reside, and have his continuance

and being; the ſaid T. L. to manage the buſineſs and affairs for *Stoade*, *Germany*, and thoſe parts, during the good liking of the ſaid R. B. and there before the moſt part to reſidue and have his continuance and being, and the ſaid R.B. and B.T. to manage the buſineſs and affairs for *England*. And it is covenanted, granted and agreed by and between all and every the ſaid parties to theſe preſents, that all ſuch gain, profit and encreaſe as God ſhall ſend, and as ſhall come grow or ariſe by reaſon of their ſaid Trade and joynt-occupying, as is aforeſaid, ſhall be from time to time during the ſaid joynt-occupying, equally and indifferently parted and divided in manner following, that is to ſay, to every one of the ſaid parties their Executors and Adminiſtrators, a juſt, equal and rateable part and proportion in and upon every 100 l. rateable and proportionably, according as to the quantity of each ones ſeveral ſtock by them ſeverally put in and appearing in the ſaid Schedule, the ſame for his and their parts of the gaines, profit and increaſe, ſhall ariſe and amount unto. And likewiſe that all ſuch loſſes, hurt and detriment as ſhall happen by the ſaid joynt-occupying by evil debts, adventures of the Seas, or otherwiſe, without fraud or coven, ſhall be paid and born in each ones ſeveral part and portion, according to the manner and ſome of the divident of the gains aforeſaid. And it is covenanted, granted and agreed by and between all and every of the ſaid parties to theſe preſents, and each one of the ſaid parties for himſelf reſpectively, for his own ſeveral and particular part, and for his own ſeveral Executors and Adminiſtrators, do and doth ſeverally, and not joyntly, covenant, promiſe, grant and agree to and with every and each other of the ſaid parties, his and their ſeveral Executors and Adminiſtrators by theſe preſents, That there ſhall be had

had and kept from time to time, during all the time of their joynt-occupying and Co-partnership together, as aforesaid, as well for the accompt and affaires on this side the Sea, and likewise for the several accompts and affaires severally beyond the Sea, perfect, just and true books of accompts and reckonings of all the said whole trade and dealing, as much as in each one his several power, and as concerning that place or places, and the business and affairs thereunto appertaining, wherein or whereunto he shall be used or imployed, shall and may be and lie, which shall be had, used and occupyed by reason of the said joynt-occupying: And that the said R. B. and T. B. shall have the custody and keeping of the books of accompt for *England*; and all things concerning the trade of *England*, the said W. C. shall have the custody for the books concerning the trade for *Spain*, and the said T. L. shall have the custody and keeping of the books concerning the trade of *Stoade* and *Germany*, in every of which the said books, shall be according to the possibility of each ones power, justly and truly entred and set down all manner of goods, wares, and merchandizes whatsoever, either bought or sold by means or reason of the said Co-partnership and joynt-occupying, with all debts thereof or therefrom from time to time to be made, together also with all the gains, profit, commodity, winning or increasing that God shall send, and shall come of and by reason of the said joynt-occupying, and also of such costs, losses, charges, and expences, as are or shall be expended, disbursed, laid forth, had or suffered by any wayes or means by reason of the said joynt-occupying, which said book shall be used in common to and for the behoof of every and each of the said several parties, their and every of their several executors and administrators,

to have free acceſſe and recourſe unto, without let or interruption of each other, or the executors, adminiſtrators or aſſigns of each other. And alſo, that every and each one of the ſaid parties ſhall from time to time, during all the time of their ſaid joynt-occupying and co-partnerſhip together as is aforeſaid, according to the poſſibility reſpectively in each one of them, ſhew and make privy each unto other, and to ſuch of the Servants and Apprentices of each other, that ſhall attend upon the ſaid trade, all the affaires and dealings of the ſaid trade needful and neceſſary therein, thereabouts or thereunto belonging or to be manifeſt, or made known. And alſo, that every and each one of the ſaid parties twice in every year yearely during the ſaid term (or oftner if need require) at, and upon the reaſonable requeſt of any of them to the other, ſhall to the beſt and uttermoſt of each ones power and knowledge, and as much as in him or them be or may be, make, yeild, render and perfect unto every, and each other, or to the executors or aſſigns of every and each other, at or in the City of *London* a juſt true and perfect accompt and reckoning of all the ſaid ſtock and ſtocks in the ſaid Schedule mentioned; and alſo of all ſuch other goods, wares, merchandizes and ready money, as at any time hereafter during their ſaid trade and joynt-occupying, together ſhall come to any of their ſeveral hands, occupying, cuſtody or governance, or to the hands of any other perſon or perſons, to any of their ſeveral or joynt uſes, or by any their joynt and ſeveral deliveries or appointments, or by the delivery or appointment of any the factors, or ſervants of them, or any of of them, by reaſon of the ſaid joynt-occupying: And alſo of all the gains, profits and encreaſe that God ſhall ſend of the ſame ſtock, goods, wares, merchandizes, and ready money,

ney, or otherwise, by reason or occasion of the said joynt-occupying, and also of all such debts and duties as shall be owing unto the said parties, or any of them, and by them to be owing to any person or persons by reason of the said joynt-occupying; and that upon the perfecting and finishing of every such accompt, all the said parties, their Executors and Administrators shall subscribe their names to the same, wrtnessing each ones consent and agreement thereunto, for avoiding of doubts and questions which otherwise might happen or ensue.

And further, That it shall and may be lawful to and for ever, and each of the said several parties, and the Executors, Administrators, Servants, Factors and Assigns of them, and every or any of them, at all convenient and seasonable time and times, during all the time of their joynt-occupying together, at the liberty and pleasure of any of the said parties, their or any of their Executors, Administrators, Servants, Factors or assignes, to have accesse and recourse to the books of accompt and reckonings, and to the notes and remembrances appertaining to the same any wayes touching or concerning the said Trade of joynt-occupying; and to search, peruse, and examine for the better discerning and trying out of all things, how and in what sort and condition the said Trade and joynt-occupying doth and shall from time to time proceed and stand. And it is further covenanted, granted, concluded and agreed by and between the said parties to these presents, and every one of the said several parties before named for himself respectively, and for his several Executors and Administrators, do and doth severally, and not joyntly, covenant, promise, grant and agree to and with the other of them, his and their Executors, Administrators and Assignes by these presents, that no bill, wri-

ting, contract or bargain shall be made, at any time, during the said joynt-occupying together in the parts beyond the Seas, for any matter touching the said trade, otherwise than in the name of the said R. B. &c. if the same with reasonable conveniency may be done: And that there shall no private occupying or trade of buying and selling, be had, used or occupied by any the said several parties, or any of their Factors, Servants or Apprentices, or any of them, or by any other to or for their uses, benefits or behoofs, in any wise or condition whatsoever, at any time or times during the time of their said Co-partnership, to the hurt and injury of the said General Trade, other than such as that the gain, commodity, advantage and profits thereof, shall equally be to the use of them the said R. B. W. C. T. I. and T. B. proportionably, according to the rate and proportion of their several stocks aforesaid, saving, that it shall and may be lawfull to and for the said R. B. at his liberty and pleasure, with his overplus of stock at any time or times, during the Co-partnership, to use his Trade to and for the *East-Indies*, and also for imploying of his ships, and to send and dispose any other his money out by way of Loan or Use, and saving, that it shall or may be lawfull to and for all the said parties, during the term of their said trade, to deal for other men, with whom they shall no wayes have any partnership, and not hinder or be injurious to the said joynt-trade, and to receive the Factorige thereof to their own proper use, any thing aforesaid to the contrary in any wise notwithstanding. And it is further covenanted, granted, concluded and agreed by and between the said parties to these presents, and each one of the said several parties for himself respectively, and for his several Executors, Administrators and Assignes, do and doth

interchangeably, severally and respectively, and not joyntly, covenant, grant and agree to and with the other of them, his and their Executors, Administrators and Assigns, by these presents, that they the said R. B. W. C. T. L. and T. B. their and every of their Executors and Administrators, shall and will within the space of two moneths next ensuing the end, determination or dissolution of the said term of Co-partnership, whether the same be by expiration of the said term of three years, or by the death and decease of any of the said parties, which soever of the same shall first happen, at or upon the request of every or any of them, unto the other, or the Executors or Administrators of any of them, make, yield, render and perfect every one each of them to the other, and the Executors and Administrators of every and each of them, unto the other; at the now dwelling-house of the said R. B. situate, &c. a just, true, perfect and final accompt and reckoning in writing to the uttermost of every and each mans power and knowledge, of all and every the said stock and stocks mentioned in the said Schedule, and of all the gaines & encrease, loss and damage which God shall send, and which shall grow to or by the same, and of all goods, wares, merchandizes and commodities, before that time, had, bought, sold or dealt in with the same stock or stocks and gains aforesaid, and of all debts made and being due, summe and summes of money received or paid out by means or in respect of the said Trade, and generally of all buying, bargaining, selling, trading and merchandizing, by the said parties or any of them, with the said stock or stocks, and gains and increase thereof aforesaid, and that then upon the perfecting and finishing of the said final accompt, so as aforesaid to be made and done, all and every the said stock and stocks in the said Schedule

dule mentioned then remaining, and the gaines, winning and encreaſe which God ſhall ſend, and ſhall appear to become and growing thereof, or by reaſon of the ſaid Trade aforeſaid, whether the ſame ſhall conſiſt in money, wares, debts or otherwiſe, ſhall be indifferently parted, ſhared, paid and divided to and amongſt the ſaid parties, their Executors and Adminiſtrators, in kind proportionably and rateably, without fraud, deceit or diminiſhing, in that full meaſure, as each ones ſeveral part ſhall juſtly and truly, in a true reckoning and computation thereof, ariſe and amount unto, in and upon every hundred pounds thereof, according to the quantity of each ones ſeveral ſtock and ſtocks in the ſaid Schedule appearing and mentioned, and according to the plain true intent and meaning of theſe preſents; and that ſuch part and portion of the ſaid ſtock and gaines, as upon the perfecting of the ſaid final accompt, ſhall appear to be and conſiſt in the debts and duties, due and owing to the ſaid parties, or any of them, ſhall alſo from time to time, as the ſame, or any of them ſhall be recovered or gotten in, by the ſaid parties, or any of them, be alſo parted, ſhared and divided to and amongſt the ſaid parties, according to the like rate, order, diviſion and proportion as is before herein alſo expreſſed and ſet down, the debts, duties and other charges then to be owing or payable by the ſaid parties, or any of them, for or in reſpect of the ſaid joynt trade, being firſt and before all things, thereout paid, deducted and allowed, and likewiſe the loſſes, if any ſhall be, to be in like proportion born and ſuſtained according to the rateable diviſion of the gains aforeſaid, and that then they the ſaid parties and every of them, their Executors and Adminiſtrators, immediately upon the per-

perfecting and finishing of the said final accompt, partition and division as aforesaid, shall and will do their, and every of their endeavours, by all the lawful wayes and meanes that they, or any of them may or can, for the more speedy recovery and getting in of all and every the said several debts and duties, from time to time to be due, or owing to them, or any of them, as part of the gaines and stock aforesaid. And that the charges of suing for, and getting in of the said debts and duties from time to time, shall be born and paid by all the said parties rateable according to the quantity of their several stocks and gaines aforesaid. And that if it shall happen any the said parties to die, or depart this life during the said Co-partnership, that then in any such case no Right or Survivor or Survivorship shall hold or take place, or be by them, or any of them any wise challenged, claimed or demanded, but that they the said parties, and every of them, shall and may lawfully give, devise, dispose and distribute his and their parts and portions of the said stock and stocks, gaines and increases to them severally and properly to belong and to be due, and belonging by the true intent and meaning of these presents, by their, or any of their last Wills and Testaments, or by any other gift or devise, as fully and amply, as they, or any of them could or might do of their own proper money and goods, not pertinent to this accompt or joynt trade. And likewise the executors and administrators of every such person and persons so deceasing, may have and enjoy his and their full rateable part and portion of the stock and stocks aforesaid, and of the gains and increase thereof, according to the true intent and meaning of these presents, without any let, trouble, hindrance or interruption of any other of the said parties surviving or everliving, his or their execu-

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tors, administrators or assigns, or any of them, any usage, law, custom or other impediment to the contrary thereof notwithstanding. And that all the said parties and persons, before mentioned, their executors and administrators, at all time, as well during the said term of Co-partnership, as afterwards, untill the end of the whole business shall be fully finished and brought to perfection, by all the good wayes and means that possibly can or may be, shall be aiding and assisting unto every and each other of them, their executors and administrators, for the obtaining, speedy getting, quiet holding and enjoying of every and each ones private and particular parts or portions to him or them to be due upon the partition or division aforesaid, according as to right and equity therein appertaineth and belongeth, and that without fraud or coven; And it is the intent, plain and true meaning of every and each one of the said parties to these presents, and each one of the said parties for himself respectively, for his own several and particular part, and for his own several and particular Executors and Administrators, do and doth interchangeably, severally, and not joyntly, covenant and grant to and with every and each one of them the said parties, his and their several executors and administrators, by these presents, That it shall not be lawfull to or for any of the said parties at any time, during the said Co-partnership, to take out or diminish any part of the said stock, or any the gains and encrease thereof, other than such sum and sums of money as hereafter in and by these presents, is licenced and allowed, and that no charge shall in any wise be put to the account of the Co-partnership, but such as shall be for the trade of merchandizing in trade and occupying of the stock and stocks aforesaid, and the gains and increases that of them and concer-

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ning the same shall come, arise or increase, unless it be convenient house-room, and ware-house-rooms in the parts beyond the Seas, and for suing and getting in of debts and duties belonging to the joynt-trade, and other necessary charges belonging to merchandize, necessary & behooveful for their said joynt-occupying, to be born to the general accompt of the said joynt-trade, the charges or ware-house-room, diet, lodging, and such like, for the time any of the said parties shall be within the City of *London*, during the time of the said Co-partnership; to be upon the particular and sole charge only of the said R. B. his Executors and Administrators. And it is covenanted, granted, concluded and agreed by and between all the said parties to these presents, and each one of the said parties for himself respectively, and for his own several and particular part, and for his own several executors and administrators, do and doth, &c. by these presents, That he the said W. C. by way of further recompence, his executors or administrators, shall every year yearly, for and during all the time of the said Co-partnership, be yearly allowed out of the joynt-stock and general account, and thereby to be born, the yearly summe of 148 l. of lawful, &c. over and above all other his gains and allowance herein before mentioned, 100 l. yearly whereof it shall or may be lawfull to and for the said W. C. to take out of the same to use, spend, bestow and convert at his own free will and pleasure, so far forth that the said W. C. do leave yearly the residue, being the summe of 84 l. to rest, remain and runne to and in use to & with the said general stock, during the said Co-partnership; The profit and loss of which yearly summe of 84 l. to be divident to and amongst the said parties in like manner, according to the division and proportion of their several stocks aforesaid,

and

and the 84 l. yearly being the principal, together with ſo much of the ſaid yearly rent of 100 l. not formerly taken out, at the end and determination of the Co-partnerſhip, to be to the ſaid W. C. his Executors and Adminiſtrators, fully ſatisfied and paid, or otherwiſe by him the ſaid W. C. his Executors or Adminiſtrators out of his accompt to be deducted, and defaulked; and that he the ſaid T. L. his executors or adminiſtrators, ſhall by way of further recompence every year yearly for and during, &c. *pro ſupra*, for W. C. any matter, cauſe, article or thing before in theſe preſents contained or rehearſed to the contrary thereof in any wiſe notwithſtanding. And finally, it is covenanted, granted and agreed by and betwen the ſaid parties to theſe preſents, that each one of the ſaid ſeveral parties before named, for himſelf reſpectively, and for his ſeveral Executors and Adminiſtrators, do and doth interchangeably, ſeverally, and not joyntly, covenant, promiſe, grant and agree to and with each other and every of them, his and their ſeveral Executors, Adminiſtrators and Aſſigns, by theſe preſents, that if it ſhall fortune any variance, ſute, difference, doubt, controverſie, diſcord or contention to happen, grow or be moved by and betwen the ſaid parties, or any of them, or the Executors or Adminiſtrators of them, or any of them, for, or upon, or by reaſon of the ſaid Trade and joynt occupyings, or any matter or thing thereupon depending, upon, or by reaſon of any matter or thing in theſe preſents expreſſed or ſet down, that then, and ſo often from time to time, as the ſame ſhall ſo happen, and before any ſute ariſe, or trouble ſhall be attempted or ſought by any of them, againſt the other: all and every the ſaid variances, differences, ſtrifes, doubts, controverſies and contentions, ſhall from

from time to time, be referred and submitted to the hearing, order, award and determination of four honeſt perſons, being of the Company of Merchant-adventurers of *England*, for the time being, whereof one ſhall be choſen for the ſaid R. B. his executors or adminiſtrators, one other, &c. for the other three, as arbitrators in and for all and every the premiſſes, if they ſhall be content to undertake the variances, ſtrifes and contentions, ſo to them to be referred within the ſpace of one Month next after ſuch referment and ſubmiſſion to them made: And further, that they the ſaid R.B. W.C.T.L. and T.B. and every of them, their and every of their executors and adminiſtrators reſpectively, for their and every of their own ſeveral and particular parts, ſhall and will from time to time ſtand to, abide, obey, perform, fulfill and keep all and every ſuch end and ends, determination and judgment, as by the ſaid four perſons, ſo as aforeſaid to be choſen, ſhall from time to time be had, made and given up in writing, for and in the behalf of the ſaid parties, as touching, any the variances or differences aforeſaid, without any further covin or deceit. In witneſs, &c.

*An acknowledgment of a truſt in an Indenture of bargain and ſale.*

THis Indenture made, &c. whereas T. W. of, &c. by this Indenture of bargain and ſale, bearing date, &c. for the conſideration therein mentioned, did grant, bargain and ſell unto the ſaid I.H.S.T.A.P. and R. L. their heirs and aſſigns for ever, all that Mannor, &c. (recite the bargain and ſale to the end of the *Habend*) as in and by the ſaid Indenture of bargain and ſale, amongſt divers other Covenants, grants and agreements therein contained, more at large it doth

and

and may appear. Which ſaid recited Indenture of bargain and ſale was ſo made unto the ſaid I. H. S. T. and A. P. of meer and ſpecial truſt and confidence, to and for the only uſe, benefit and behoof of the ſaid S. S. his Heires and aſſigns. Now this Indenture witneſſeth, that the ſaid I. H. &c. do hereby confeſs and acknowledge, that the ſaid recited Indenture of bargain and ſale, was, and is made to and in the names of them the ſaid I. H. &c. of meer and ſpecial truſt and confidence, to and for the uſe and behoof of the ſaid S. S. his Heirs and Aſſigns for ever. And further the ſaid I. H. &c. in accompliſhment and performance of the truſt and confidence aforeſaid, do for them, and every of them, covenant and grant joyntly and ſeverally to and with the ſaid S. S. their Heirs, Executors, Adminiſtrators, and aſſigns, by theſe preſents, that they the ſaid I. H. &c. their Heirs and aſſigns, ſhall and will from time to time hereafter, upon reaſonable requeſt therefore to be made, and at the coſts and charges in the Law of the ſaid S. S. his Heirs and Aſſigns bargain, ſell, convey and aſſure the ſaid Manners, and all and ſingular other the premiſes by the ſaid recited Indenture of bargain and ſale granted & ſold, or meant, mentioned or intended to be thereby bargained and ſold, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid S. S. his Heirs and Aſſigns for ever, in ſuch ſort, manner and form, as by the ſaid S. S. his Heirs and Aſſigns, or his or their Council learned in the Law, ſhall be reaſonably deviſed or adviſed and required, ſo always, that the ſame Conveyances or Aſſurances, or any of them, contain no further or other warranties than only againſt the ſaid I. H. &c. and their Heirs. And further, that any time of the making and paſſing of ſuch Conveyance or

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assurance as aforesaid, the said Mannor, and all and singular other the premises, shall be free, clear and discharged of and from all and all manner of former bargains, sales, gifts, grants and incumbrances whatsoever, then before had, made, committed or done by them the said J.H. &c. or any of them, or of or by any other person, or persons whatsoever, lawfully claiming by, from or under them, or any of them. In witness, &c.

*An acknowledgment of a trust by a Deed poll of a Lease.*

TO all, &c. I T.M. of, &c. send greeting, &c. whereas C.D. of, &c. by one Indenture of Lease made between, &c. and, &c. hath demised, &c. as in and by, &c. Now know ye, I the said T.M. do hereby confess and acknowledge, that the Lease or demise of the premises aforesaid, was and is made to and in the name of me the said T.M. in trust and confidence, and to the intent that I the said T.M. should upon the request of the said E.G. her Executors, Administrators or Assigns, assign and convey the said Lease and premises to her the said E.G. her Executors, Administrators or Assignes, or to such other person or persons as she or they in that behalf shall name or appoint: and therefore in accomplishment and performance of the trust & confidence aforesaid, I the said T.M. for me, mine executors & administrators, do covenant & grant, to & with the said E.G. her executors, administrators or assigns, by these presents, that I the said T.M. my executors, administrators and assigns, shall and will from time to time, upon the reasonable request, & at the costs & charges of the said E.G. her executors, administrators or assigns, assign & set over the above-mentioned premises, and every of them, and all the estate and interest of me the said T.M. my executors and administrators, in and to the same, clear and discharged of all incumbrances,

by us, or any of us to be done or committed unto the said E. G. her executors or administrators, or to such person or persons as she or they shall name or appoint. In witness, &c.

*A Conveyance of Lands to the use of a mans Heirs, with the profit during the Heirs minority, limited to the payment of the Donors debts, and performance of the Testament.*

THis Indenture made, &c. between the Right Honourable W. Viscount *Hereford*, &c. of the one part, and the Right Honourable A. Lord *Grey*, & *alii*, &c. on the other part, witnesseth, That the said Viscount, for and in consideration of the fatherly good-will, favour and affection which the said Viscount beareth towards R. and W. the two Sons of the said Viscount, and for the advancement and preferment of the heirs males of the body of the said Viscount lawfully to be begotten, and for other the considerations hereafter in these presents mentioned and expressed, hath given, granted, enfeoffed and confirmed, and by these presents doth give, grant, enfeoff and confirm unto the said A. Lord *Grey*, &c. all those his Mannors, &c. with all and singular Liberties, Courts, views of Frank-pledge, Fairs, Commodities, Franchises, Priviledges, Jurisdictions, Preheminences, emoluments and appurtenances whatsoever to or with the said Mannors, lands, renements or hereditaments used or enjoyed, in or out of the same, or any of them, or any part or parcel thereof, issuing, renewing, happening, used or exercised, and all, &c.

To have and to hold, &c. to the said A. L. G. &c. and

and their heirs for ever, to the use and behoof of the said V. for term of his life, without impeachment of waste, and after the decease of the said V. and during the time that the said R.D. son, and now heir apparent of the said V. or any other, being the heir of the said V. shall be under the age of 21 years, and until some heir of the said V. shall have accomplished the full age of 21 years, to the use of the said A. L. G. and the Survivors and Survivor of them, and the executors, administrators of the Survevor of them upon trust; and to the intent and purpose that the said A. L. G. &c. and the Survivors and Survivor of them, and the executors and administrators of the Survivor of them, shall take, receive, levy, possess, use and enjoy the rents, issues, profits, revenues, commodities and emoluments of all and singular the said Lordships, Mannors, lands, tenements and hereditaments, and other the premises, with the appurtenances, and the same employ during such minority or minorities, as is aforesaid, for and towards the performance, payment and satisfaction of all the legacies and bequests of money, annuities for years, and debts of the said V. to be mentioned in the Testament and last Will of the said V. according to the tenor, purport and true meaning of the said V. in his said Testament and last Will to be declared, and to the use and intent that the said feoffees, and the Survivor and Survivors of them and their heirs, shall with the profits, revenues, commodities, issues and emoluments, coming, growing and arising of and in all and singular the said Lordships, Mannors, Lands, Tenements and Hereditaments, bestow, disburse and expend from time to time the competent and necessary charges in the Law, and otherwise for the defence and maintenance of the possession and title of all and singular the premises, and every or any part thereof, and for the reparation and defence of the buildings, edifices,

houses and Sea-walls in and upon the premises, or any part thereof from time to time necessary, meet and convenient to be disbursed and expended, until such time as the said legacies, debts and bequests of the said V. to be mentioned in his Testament, shall be performed, and untill some heir of the said V. shall have accomplished the full age of 21 years, and after satisfaction of the said legacies debts and annuities, and for the surplusage that shall surmount the same debts, legacies and annuities, and other the charges aforesaid satisfied, to the use and intent, that the said A. L. G. &c. shall imploy and suffer the premises and surplusage thereof, to go, remain and come to the use, profit and benefit of the heirs of the said V. And after the heirs of the said V. shall accomplish the full age of, &c. that then the said A. L. G. &c. and their heirs, shall stand and be seized of and in all and singular the said Mannors, &c. to the use of the said R. D. and the heirs males of his body lawfully begotten, and for default of such heirs males of the body of the said R. D. lawfully begotten, to the use and behoof of the said W. D. second Son of the said V. and the heirs males of his body lawfully begotten, and for default of such heirs males of the body of the said W. D. lawfully begotten and to be begotten, to the use and behoof of the heirs males of the body of the said V. lawfully begotten, and for default of such heir, to the use of the heirs of the body of the said V and for default of such issue, to the use of the right heir of the said R. for ever.

Provided alwayes, and it is the true meaning, use and intent of these presents, That if the said V. at any time hereafter during his life-time, shall demise, grant or lease the said Mannors, Lands, Tenements and Hereditaments aforesaid, and other the premises by these presents granted or assured, or any

gain

part or parcel thereof, by his deed indented under his seal, and with subscription of his name with his own proper hand, for term of any year or years, life or lives, that then, and immediately from and after every such lease, demise or grant, or such leases, demise or grants, so to be made by the said V. the said A. L. G. &c. and their heirs, shall stand and be seized of and in the said Mannor, &c. so to be leased or granted, To the use and behoof of the same Lessees or Grantees, and every of them, and of their several executors, administrators and assigns, during the terms and space mentioned in the said several leases, grants and demises, so to be made, according to the tenour, form and effect of the same lease, grant or demise, leases, grants or demises, so that the yearly rent or rents mentioned or reserved by the said V. in such lease, demise or grant, leases, demises or grants, be yearly paid to the said V. during his natural life, and after his decease to such person or persons, as by the proper and true meaning of these presents, ought to have the Reversion or Remainder, Reversions or Remainders of the Lands, Tenements or Hereditaments so to be leased or granted, within the space of twenty dayes next after reasonable request to be made for the payment thereof: And so that the same lessees or grantees, their executors, administrators and assigns, do well and truly perform the conditions to be comprized in the Indenture or Indentures of their said several demises or grants, according to the effect and true meaning of the same Indenture or Indentures.

And that the said A. L. G. &c. shall stand and be seized of the Reversion and Remainder, the Reversions and Remainders of the Mannors, Lands, Tenements and Hereditaments so to be sealed or granted, and after the determination thereof, Then

alſo of the ſame Mannors, Lands, Tenements or Hereditaments, ſo to be leaſed or granted, to ſuch uſes and intents as they the ſaid L. G. &c. ſhould have ſtood or been thereof ſeized, by the purport and true meaning of theſe preſents, if any ſuch leaſe or grant had been thereof made; and that of and for ſuch eſtate and eſtates, in ſuch order and degree, with the ſame remainders, and in ſuch manner and form, to all intent and purpoſes as they ſhould have ſtood or been thereof ſeized by the purport and true meaning of theſe preſents, if no ſuch leaſe or grant had been thereof had or made (here followeth a Letter of Atturney for livery of ſeizin to the Feoffees, &c.) and then a proviſo, That if the ſaid V. by his writing ſigned and ſealed in the preſence of 3 witneſſes, ſhall repeal, fruſtrate and determine, or declare to be determined, all or any the uſes aforeſaid, of or from the premiſes, or any part thereof, that then and from thenceforth the ſaid uſes ſo to be determined or declared to be repealed, for all ſuch lands, and the uſes thereof, ſo to be declared, determined, ſhall be void and of none effect, and that then the Feoffees ſhall thereof ſtand ſeized to the uſe and behalf of the ſaid V. and his heirs; Then followeth a Covenant on the ſaid V. S. part, that if the eſtate of the premiſes be not effectually conveyed him by force of from this grant to the ſaid Feoffees, to the uſes befort-ſpecified, on this ſide the laſt day of, &c. next coming, that then and from thenceforth the ſaid V. and his heirs, and all others to be ſeized of the premiſes, ſo not ſufficiently conveyed, ſhall be thereof ſeized to the uſes above-ſpecified, and to ſuch uſes, and with ſuch remainder as the ſaid Feoffees or the Survivor of them ſhould have ſtood ſeized thereof, by the purport of theſe preſents, in caſe the eſtate thereof had been perfectly aſſured unto them, or any of them, according to the true meaning of theſe preſents: In

witneſs

witness whereof, as well the said V. as the Feoffees, have put, &c.

Memorandum *of the Seizin executed with the Tenants of one of the said Mannors Attornment.*

MEmorandum, That the sixteenth day of, &c. Livery of Seizin was delivered and given by W. W. one of the Attorneys mentioned in the Indenture hereunto annexed, of, in and upon the Lands of the Farm of O. parcel of the Mannor of T. mentioned in the said Indenture, and also of, in and upon the Manner-house and demeasn-lands of T. by the assent of J. P. Lessee for years of the same (saving his term) and also of, in and upon the Coppice-woods called T. P. to R. B. one of the Feoffees, contained in the said Indenture, according to the tenour, purport and intent mentioned in the said Indenture, and for and in the name of the said Mannors of T. and all other the lands, tenements and hereditaments mentioned in the said Indenture, scituate and being within the said C. and in the name and behalf of all the Feoffees mentioned in the said Indenture; And the Tenants of the said Mannor, whose names are immediately under-written, at the same execution, hearing the Indenture read, did unum and fully assent to the same, according to the tenour, purport, intent and uses in the same Indenture mentioned.

*An Indenture for the equal diviſion of Goods, where there are four Adminiſtrators together, they bearing and allowing one with another equal parts of charges in Law, in getting in the ſame, and like parts of all recovered againſt them.*

THis Indenture quadripartite, made between J. C. of, &c. on the firſt part, W. C. of, &c. of the ſecond part, &c. Whereas the ſaid J. C. and A. his wife, W. C. and A. his wife, H. H. and H. his wife, and N. C. and E. his wife, in the right of the ſame their wives, together with J. H. brother of their ſaid wives, have had and taken upon them the Adminiſtration of the goods and chattels of C. W. widow, deceaſed, late the wife of J. W. late of L. Dyer, deceaſed, and whereas alſo ſo much of the goods, chattels and debts which were of the ſaid C. as are already come to his hands, are divided into five ſeveral parts, whereof every of the ſaid J. C. W. C. H. H. and N. C. in the right of their ſaid wives, and alſo the ſaid J. H. have ſeverally had and taken their ſeveral parts of the ſame, and now are thereof ſeverally poſſeſſed.

Now this Indenture witneſſeth, that it is covenanted, granted and agreed between the ſaid parties; and the ſaid J. W. H. and N. for themſelves and their ſaid wives, and for their executors and adminiſtrators, and for the executors and adminiſtrators of every of them, do ſeverally covenant, grant and agree every of them with the other by theſe Indentures, in manner and form following, (*viz.*) That all the reſidue of the goods, chattels and debts which were of the ſaid C. in poſſeſſion or in right, which at any time or times hereafter ſhall come to the hands of any of the ſaid parties, or of the executors or adminiſtrators of any of them, ſhall be divided and parted into 5 equal parts,

as aforesaid, from time to time, as the same shall happen to come to the hand of any of them, whereof the said J. H. to have one part of the said five parts, and that then the other four parts thereof shall from time to time be equally divided betwixt the said J. W. H. and N. and their several executors and administrators, without benefit of survivorship by any means to grow to such of the said parties or their wives as shall fortune to survive.

And it is further covenanted betwixt the said parties in form aforesaid severally, that if any Action or Sute be now depending, or hereafter shall be commenced against the said administrators of the said C. W. or any of them, for any thing wherewith they shall be chargeable in the Law, by reason of the said administration by them taken as aforesaid, That then in every such case, the said I. W. H. and N. their executors and administrators, and every of them severally for his own part, upon notice and request made and given by any one of them to the other, or by any of their executors or administrators, shall bear and pay one equal fourth part of all charges and expences to be laid out in the defence of any such Sute, and one like fourth part in execution, and to the satisfaction of any Judgement and Recovery which shall happen to be given or had against them, or any of them, in any such Sute or Action as aforesaid.

And that they the said J. W. H. and N. and their said Wives, their Executors or Administrators, and the Executors or Administrators of every of them severally for their own part upon like reasonable request, shall and will do, knowledge and suffer in the Law towards the other of them all and every thing and things which from time to time shall be requisite or needfull to accomplish and perform their accord, Covenant and Agreements made amongst them by

these

theſe preſents, according to the purport and true meaning of the ſame.

And moreover, that they the ſaid parties, their executors and adminiſtrators, and every of them, upon like requeſt, as aforeſaid, ſhall notifie, expreſs and truly declare from time to time to the other, all ſuch goods, chattels and debts whatſoever which were of the ſaid C. and which they ſhall know and underſtand to be in any place or cuſtody, and not parted, diſtributed, ſevered and divided, according to the tenor and effect of theſe preſents, to the intent every of them may have his or their equal parts thereof, according to the tenor of theſe preſents, without fraud or coven.

And that for recovery of any debts, goods and chattels, which were of the ſaid O. to be had and recovered to and for the uſe of the ſaid parties, their executors and adminiſtrators, and of the ſaid J. H. and in manner and form aforeſaid, They and every of them ſhall for their equal four parts, bear and ſuſtain one equal fourth part of all coſts and charges in and about all and every the ſaid Recovery and Recoveries, to be born and ſuſtained from time to time, as ſhall be needfull and reaſonable.

And it is further covenanted, granted and agreed betwixt the ſaid parties, the ſaid parties and every of them do alſo for them, their executors and adminiſtrators ſeverally covenant and grant to and with the other by theſe preſents, that if it fortune the ſaid J. H. do dye inteſtate, by reaſon whereof any of the goods, chattels, money, plate or jewels of the ſaid J. ſhall grow or come by reaſon of Law unto the ſaid parties, or their wives, or any of them, that then the Survivor or Survivors of the ſaid parties, or their ſaid wives, their executors or adminiſtrators, to whom any ſuch the goods, chattels, money, plate or jewels ſhall fortune to grow or come, ſhall divide the ſame into four

equal

equal and several parts, and shall retain to his or their use one part thereof, and the other three parts shall be severally delivered unto the other three parties to these Indentures, to their several executors or administrators equally, within two months after they shall fortune to have or come by the possession of any such goods, chattels, plate, jewels, money, &c. In witness, &c.

*A Defeazance upon a Statute excellently well penn'd, it being for the payment of two thousand pounds at the end of six months, and of 200 l. per annum during life.*

THis Indenture made the, &c. day of, &c. in the, &c. of our Lord God, &c. between B. P. of *London* Widow, of the one part, and W. P. of *London* aforesaid Esquire, Son unto the said B. of the other part: Whereas the said W. P. hath lately sold and conveyed the Mannor of L. in the County of W and divers lands thereunto belonging, unto Sir W. P. Knight, and the said B. P. hath joyned with him the said W. L. in the fine thereof levied, part of which said Mannor and lands of the value of 200 *l. per annum*, where heretofore settled and assured upon her the said B. for her life, for her Joynture, by W. P. Esquire deceased, her late husband; and whereas the said W. P. is indebted to the said B. the sum of two thousand pounds of lawfull money of *England*, which hath remained in his hands for some years last past, and by agreements between them, the said W. P. hath hitherto paid the sum of 200 *l. per annum*, as interest or consideration for forbearance of the said money, and is still to pay the like summe so long as the 2000 *l.* shall remain in

his

his hand. And whereas alſo the ſaid W. P. by one recognizance or writing obligatory of the nature of a Statute of the Staple, bearing date the firſt day of this inſtant month of *April*, taken and acknowledged before Sir J. B. Knight, Lord Chief Juſtice of the Court of Kings Bench at *Weſtminſter*, according to the form of the Statute in that caſe made and provided for the recovery of debts, ſtandeth bound unto the ſaid B. P. in five thouſand pounds of lawfull money of *England*, payable, as by the ſaid recited recognizance or writing obligatory more plainly may appear; Now this Indenture witneſſeth, that the ſaid B. P. is contented and pleaſed, and doth for her ſelf, her executors and adminiſtrators, covenant, promiſe and grant, and agree to and with the ſaid W. P. his heirs, executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, That if the ſaid W. P. his heirs, executors, adminiſtrators or aſſigns, or any of them, do pay, or cauſe to be paid to the ſaid B. P. or her aſſigns, the ſum of 200 *l.* of lawfull money of *England* yearly, for and during the natural life of her the ſaid B. at two uſual Feaſts or terms in the year, that is to ſay, the Feaſts of St. *Michael* the Arch-angel, and the *Annunciation* of the bleſſed Virgin *Mary*, by even and equal portions, or within one and twenty dayes next after either of the ſaid Feaſts, the firſt payment thereof to begin at the Feaſt of, &c. now next enſuing, or within 21 dayes next after the ſaid Feaſt; And likewiſe if the ſaid W. P. his heirs, executors or adminiſtrators, or any of them, do and ſhall well and truly pay, or cauſe to be paid to the ſaid B. P. her executors, adminiſtrators or aſſigns, the ſum of two thouſand pounds of lawfull money of *England*, within ſix months next after notice or warning given to that purpoſe to the ſaid W. P. his heirs, executors or adminiſtrators by any writing to be ſubſcribed and ſealed by

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the said P. P. her executors or administrators in the presence of two credible witnesses, or more, and shall in the mean time, untill the payment of the said 200 *l.* pay or cause to be paid unto the said B. her executors, administrators or assigns, after the rate of 100 *l. per annum*, according to the agreement aforesaid, the same to be paid by 50 *l.* every half-year, and the first payment thereof to be made on the Feast-day of, &c. or within one and twenty dayes next after the said Feast now next ensuing the date thereof; that then the said recited recognizance or writing obligatory shall be void and of none effect, or else the said W. P. for him, his heirs, executors and administrators, covenanteth, willeth and granteth by these presents, that the said recognizance or writing obligatory shall stand and remain in full force and vertue.

## *A Release made to a Sheriff for discharging of a Prisoner.*

KNow all men by these presents, that I G. R. of S. in the C. of D. Victualler, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto Sir W. S. Knight, now Sheriff of the County of D. all and all manner of Actions, Sutes, troubles and incumbrances whatsoever, which I may, might or ought to have against him, for or concerning the discharging or setting at liberty of F. N. of S. in the said County Widow, being arrested and imprisoned upon a *Capias ad satisfaciendum* out of the Court of Common-pleas at *Westminster* for 60 *l.* debt, and 50 *s.* and 4 *d.* costs at my Sute returnable *a die Paschæ in unum mensem* last past. In witness whereof, I have hereunto

unto set my hand and seal the 21 day of *May*, *Anno Dom.* 1627.

*An Assignment of a Statute, by an executor, to two of the Creditors of the Testator, in lieu and satisfaction of their Debts of the same value, singularly well drawn.*

THis Indenture made, &c. between J. C. of the Inner-Temple *London*, Esquire, Son and Administrator of the Goods and Chattels of W. C. late Citizen and Scrivener of *London* deceased, of the one part, and M.W. of *London* Widow, and H. I. of *London* Gentleman, of the other part. Whereas the said W. C at the time of his death, stood indebted unto the said M.W. in the sum of 100 *l.* principal debt, and to the said H. I. in the sum of 200 *l.* principal debt, besides interest of the said debts; And whereas Sir T. P. of N. in the C. of D. Knight, in and by one recognizance or statute, in the nature of a statute-staple, bearing date the 20 day of *July*, in the ninth year of the Reign of the late King *Charles*, and made according to the Statute made and proceed for recovery of debts, taking and knowledged before Sir R. H. Knight, then Lord Chief Justice of His Majesties Court of Common-Pleas at *Westminster*, is and standeth bound unto the said W C. in the sum of six hundred pounds of lawfull money of *England*, payable at the Feast of Saint *James* the Apostle, then next ensuing, as by the said Statute more at large appeareth. Now this Indenture witnesseth, that the said J. C. for and towards the payment and satisfaction of the said debts, due unto the said M. W. and H. I. hath given, granted, assigned

assigned and set over unto the said M. W. and H. I. their executors, administrators and assigns, the said Recognizance or Statute, and all his right and interest therein, and all actions, extents and executions to be had or prosecuted upon the same, in as large and ample manner and form as he the said J.C. hath, or at any time hereafter may or might have, by force of the said Statute. And further the said J. C. doth by these presents constitute, authorize and make the said M.W. and H. I. his true and irrevocable lawful Attorney and Attorneys, joyntly and severally to sue and prosecute all manner of actions, sutes, demands and executions, in and upon the said Statute or Recognizance in the name of the said J.C. his executors or administrators, and to receive or recover the said sum of 600 *l.* in the said Statute mentioned, and all other summe and summes of money, benefic and advantage, which shall or may lawfully be had or gotten upon the said Statute or Recognizance, authorizing them, and every of them by these presents to retain all such Counsellours and Attorneys, for the executing of the said sutes, extents and executions, as shall be required for the following and furthering of the same, and to do and execute all and every other lawfull Act and Acts whatsoever, which shall be meet and expedient in and about the premises; and the said J. C. doth for himself, his executors and administrators, covenant, promise and grant, to and with the said M. W. and J. H. that he the said J. C. his executors and administrators, shall and will permit, suffer, allow, justifie and maintain, all such lawfull actions, sutes, extents and executions, as the said M. W. and H. I or any of them, their executors or assignes, shall and will sue or prosecute, for the levying, taking and receiving of the said sum of 600 *l.* contained in the said Statute,

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in the name of the ſaid J. C. his executors or adminiſtrators, and that all ſum and ſums of money, recoveries and executions to be had and obtained upon the ſame by any Sute, Action or Execution, or otherwiſe, ſhall be to the only uſe of the ſaid M. W. and H. I. to be divided betwixt them proportionably according to their ſeveral debts, in as large and ample manner and form as the ſaid J. C. might have had the ſame, and that the ſaid J. C. hath not, nor he, his executors or adminiſtrators, ſhall not at any time hereafter releaſe or diſcharge the ſaid debt contained in the ſaid Statute, nor any action, extent or execution to be had upon the ſame, nor do any act or acts in prejudice of the ſame: And further, that he the ſaid J. C. his executors and adminiſtrators, ſhall at any time during the ſpace of two years next after ſuch time as the ſaid Statute ſhall be executed by way of extent, make or cauſe to be made to the ſaid M. W. and H. I. their executors, adminiſtrators and aſſigns, to the only uſe and behoof of them the ſaid M. W. and H. I. as aforeſaid, upon reaſonable requeſt, and at the coſts and charges in the Law of them the ſaid M. W. and H. I. their executors, adminiſtrators or aſſigns, all ſuch reaſonable aſſurance and conveyance of the Land which ſhall be extended and put in execution upon the ſaid Statute, as ſhall be reaſonably deviſed by the ſaid M. W. and H. I. or either of them, their executors, adminiſtrators or aſſigns, or their, or any of their Council learned in the Law, diſcharged of all incumbrances done by the ſaid J. C. his executors or adminiſtrators. In witneſs, &c.

PRE

# PRESIDENTS FOR Bills, Answers, Replications, Demurrers, Rejoynders, &c. in Chancery.

*A Bill to be relieved against Bonds, being but a Surety, and for obtaining an Injunction.*

*To the Right Honourable the Lords Commissioners of the Great Seal of* England.

IN all Humbleness Complaining, sheweth unto your good Lordships, your daily Orator, J. S. &c. That whereas about a year now last past, your said Orator having but lately before attained to his full Age of 21 years, and being in possibility of good means from his Father, was inveigled and drawn in by one I. H. of L. Goldsmith, and one G. B. whom the said H. used for his Instrument therein; and did at their solicitations and perswasions, and upon their promises to supply your Orator with money for his then present occasions, enter into, and became bound, together with the said B. and one I. I. then a stranger to your Orator, unto the said I. H. in and by two several Bonds of Obligations, the one of them bearing date in or about, &c. being

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ing of the penalty of 20 l. with condition for the payment of 100 l. or thereabouts, at Six Months then following, or some other time in the said condition mentioned, now long since past, and the other of the said Bonds bearing date, &c. at the time of entring into which said Bonds, your Orator was confidently told and promised, as well by the said G. B. as by the said I. H. that he your said Orator should have for his own use, all, or the greatest part of the money mentioned in the several conditions thereof, and that he should not be compelled to repay unto the said I. H. any more money, but only so much as he should receive upon the security of the said Bonds, and the interest thereof, after the rate allowable by the Statute, and that he should not be troubled with any payment, untill he well were enabled by his Fathers Means to discharge it, which moved your Orator the more willingly to enter into the said Bonds, he presuming that he should have had his want of ready money supplied thereby; but after your Orator had entred into, sealed and delivered the said Bonds, he could not get, nor did receive of, or from the said I. H. the Obligee, or any other, any money at all, or other thing whatsoever, nor was there any money at all, or other thing of any value disbursed, paid or delivered by the said I. H. upon, for or in respect of the said Bonds so entred into, or either of them; but if any money or commodities were disbursed or delivered for or upon the said Bonds, then was it of small value, and that received only by the said G. B. who either converted the same unto and for his own private use, or else paid it back and restored it to the said I. H. or whatsoever it were, howsoever disposed of, yet had not your Orator ever any penny, or part thereof, and thereof your Orator presumed he should not have been any way troubled, sued or molested, upon

on or by reason of the said Bonds, or either of them, he having not received the money, or any part thereof, for which the same were intended, nor any consideration at all, for, or in respect of such his entering into the said Bonds, but was greatly disappointed for want thereof, to his no small hindrance, as was and is well known both to the said I. H. and G. B. whom after the entring into the said Bonds, your Orator often solicited for the money thereupon promised unto him, and they as often delayed him with promises thereof, but to this day your Orator never had, nor could get from them, or either of them, any money, commodities or other considerations whatsoever, and so was meerly abused by them therein. Yet now so it is, may it please your good Lordships, that the said I. H. and G. B. intending to make a prey of your Orator, and having to that end drawn him into the Bonds aforesaid, and being combined and considerated to lay upon him the whole burthen and penalty thereof, have, the better to effect the same so plotted, as that the said G. B. who was and is privy to the whole passage of the business before mentioned, and whom the said H. used as his Instrument to draw your Orator into the said Bonds, hath lately, since the money mentioned in the Conditions thereof, become thereby due, absented himself with the privity, and by the procurement of the said H. and liveth now in remote and obscure places unknown to your Orator, but well known to the said I. H. who while the said B. was here present, never demanded of your Orator any money at all, nor any way questioned him upon the said Bonds, or either of them; but now the said G. B. (who could detect his dealing in the premisses) being absent, and kept out of

the way, he the ſaid I. H. upon advantage therein, and in purſuance of their plot aforeſaid, doth now pretend and give out in ſpeeches, that the ſaid Bonds were real Securities, and entred into for juſt debts, and that your Orator, and the ſaid B. B. and I. I. or ſome one of them, had of him the ſaid H. Money or Commodities of the value of Money mentioned in the Conditions of the ſaid Bonds, which money he pretendeth to be ſtill unſatisfied, and the ſaid Bonds thereby forfeited; and thereupon he the ſaid I. H. hath of late arreſted your Orator, and commenceth, or threatneth to commence and proſecute ſeveral Sutes againſt him at the Common Law upon the ſaid ſeveral Bonds, and ſparing the ſaid G. B. (whom he hath purpoſely abſented) bendeth all his force againſt your Orator; and albeit he the ſaid I. I. hath received ſatisfaction of and from the ſaid B. B. and I. I. and of and from ſome others in their uſe, or in their behalf, of and for all the money and Commodities, if any other were lent and delivered by him upon the ſaid Bond, and knoweth well, that your Orator had never any part of ſuch money or Commodity, nor any conſideration at all, for or in reſpect of his entring into the ſaid Bonds, but was meerly drawn thereunto upon the promiſes aforeſaid, which were never performed unto him; yet he the ſaid I. H. continueth ſtill his ſute, and threatnings of ſute againſt your Orator, at the Common Law upon the ſaid Bonds, with intent to recover of him the whole penalties thereof: and the ſaid B. B. giveth way and furtherance thereunto, and will take no courſe to free and diſcharge your Orator thereof, nor will the ſaid I. H. ſeek for ſatisfaction as he ought (if any be due unto him at the hand of the ſaid B. B.) nor diſcover where the ſaid B. B. is, but both of them by a joint confeder-

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cy between them, intend to lay upon your Orator the whole burden and penalties of both the ſaid Bonds, and then to ſhare and divide the ſame between them, contrary to all rights and rules of Equity, and to your ſaid Orators apparent wrong and inſupportable hindrance, unleſs he may find redreſs for the ſame before your Lordſhips in the juſtice and equity of this honourable Court. In tender conſideration whereof, and of all the aforeſaid premiſſes, and for that your Orator is void of all remedy by the courſe of the Common Laws of this Land, to relieve himſelf in the ſaid premiſſes, and cannot there plead the matter of Equity before alledged, nor any other ſufficient Plea in Bar, or be diſcharged of the ſaid Bonds, and of the Sutes there commenced and threatned againſt him thereupon, nor can thereby compel the ſaid B. B. to take any courſe for your Orators diſcharge of the ſaid Bonds, and there enforce him and the ſaid I. H. to perform and make good unto your Orator their promiſes aforeſaid, for that your Orator hath no ſuch preciſe proof of the ſaid premiſſes by Witneſſes now living and extant, as the Common Law in ſuch caſes requireth; but your ſaid Orator is for all thoſe matters before your Lordſhips in courſe of Equity properly to be relieved, where he hopeth the ſaid I. H. and B. B. will upon their Oaths, if they may be thereunto called, confeſs their ſaid promiſes, and the premiſſes to be true in ſuch ſort, as aforeſaid; or if they ſhall deny the ſame, that yet your Orator ſhall be able to make ſuch proof thereof by circumſtances as may in Equity move your Lordſhips to relieve him therein: Therefore and to the end the ſaid I. H. and B B. may upon their Oaths declare, and ſet down what, and how much money or commodities, and what ſorts, and value the

ſaid I. H. diſburſed, lent or delivered upon the ſecurity of the Bonds aforeſaid, and when and to whom, and whether he had the ſame, or any part, and what part thereof back again, and what other ſatisfaction he the ſaid I. H. hath received for or towards the ſaid Bonds, or the money mentioned in the Conditions thereof, and for whom, and to the end that the ſaid I. H. and G. B. may be ordered to diſcharge your Orator of and from the ſaid Bonds, and that all Sutes at the Common Law thereupon againſt your Orator may be ſtayed, that the matters concerning the ſame may be here determined in and by this Honourable Court, according to Equity: May it pleaſe your good Lordſhips, the premiſſes conſidered, as well to grant unto your ſaid Orator Proceſs of Injunction to be directed to the ſaid I. H. commanding and enjoining him, his Counſellors, Attorney or Agents and Solicitors, thereby to ſurceaſe and ſtay all Sutes and further proceedings at the Common Law, againſt your Orator upon the Bonds aforeſaid, or either of them, untill the matters of Equity concerning the ſame be heard and determined in and by this Honourable Court; As alſo to grant unto your Orator proceſs of *Subpœna*, &c.

## *A Bill of Revivor.*

HUmbly complaining, &c. R. W. of &c. brother and heir of W. W. late of W. &c. That whereas the ſaid W. W. in his life-time, *viz.* in *Eaſter* Term, in the Fourth year, &c. exhibited his Bill of Complaint in this High and Honourable Court of Chancery before your Lordſhips, the tenor whereof followeth in theſe words: To the Right Honourable, &c. (recite the whole Bill *verbatim*.) And the ſaid W. C. being accordingly ſerved with Proceſs of *Subpœna*, iſſuing out of this Court, appeared in the ſaid Term, &c. and upon his

his Corporal Oath, then and there made his anſwer to the ſaid Bill of Complaint, which anſwer remaineth upon Record in the Honourable Court, whereunto your Orator, concerning the particular matters and circumſtances therein contained, prayeth, that he may refer himſelf for more certainty (*and then in brief ſhew all the further proceedings in particular*) ſince which time, may it pleaſe your good Lordſhips, that the ſaid W. W. dyed, whereby the ſaid Bill, Proceſs and whole proceedings thereupon are abated, and yet nevertheleſs the whole right, title and intereſt of him the ſaid W. W. in all the ſaid Meſſuages and Lands, by his death, are lawfully deſcended and come to your Orator, as brother and next heir unto the ſaid W. W. ſo that your Orator in equity ought to have ſuch remedy, benefit and advantage againſt him the ſaid W. C. for all the ſaid Lands, &c. as the ſaid W. W. might have had at any time in his life-time: May it therefore pleaſe your good Lordſhips, the premiſſes conſidered, that the ſaid bill, anſwer, replication, depoſitions, orders and certificates, and the whole proceſs and proceedings upon all and every of them, may be revived and ſtand in ſuch ſtate for your Orator againſt the ſaid W. C. and his heirs, to all intents and purpoſes, as the ſame were for the ſaid W. W. at the time of the death of him the ſaid W. W. and that your Orator may thereupon have ſuch and as great benefit and advantage againſt him the ſaid W. C. as your Orators ſaid brother W. W. might have had at the time of his death; and likewiſe that it may pleaſe your good Lordſhips, to grant unto your Orator proceſs of *Subpœna*, &c.

*The beginning and conclusion of a single Answer.*

THe said Defendant saving and reserving to himself, now and at all times hereafter, all benefit of exception unto the incertainties, insufficiencies and imperfections in the said Bill of Complaint contained, for a full, plain, perfect and direct answer unto all and every the matters, allegations and things which are in the said Bill of Complaint contained in any sort or wise, material or effectual in the Law for this Defendant to answer unto, saith, &c.

*The Conclusion.*

Without that, that any other matter or thing in the said Bill of Complaint contained, material to charge this Defendant withall, or effectual by him to be answered unto, and not hereby sufficiently answered unto, confessed or avoided, traversed or denied, is true in such sort, manner and form, as herein before is expressed: All which, this Defendant doth and will be ready to aver, maintain and prove, as this Honourable Court shall award; and humbly prayes to be hence dismissed with his reasonable costs and charges in this behalf wrongfully sustained.

*A Plea and Demurrer.*

THe said Defendant by protestation, not confessing or acknowledging any matter or thing in the said Bill of Complaint contained, laid to the charge of this Defendant, to be true in such manner and form as is therein set forth: Saith, that the said Bill doth contain therein against this Defendant (as he is by his Council advised) many apparent imperfections, incertain-

tanties and insufficiencies, such as do afford unto him just cause and matter of exceptions, to plead in Bar, of the Plaintiffs, further proceedings against him in this Honourable Court, thereupon the benefit and advantage of exception, whereof this Defendant apprehending, according y faith, first for answer to so much of the said Bill as is material to charge him withall; That he believeth it to be true, &c. (Answer what is necessary to be answered to the Plaintiffs Bill.) And as unto the accompt which the Plaintiff by his said Bill demandeth of this Defendant, and to all other the matters of the said Bill not before hereby answered unto, he this Defendant, for and by way of Demurrer thereunto saith, &c. And for all these matters, causes and reasons before alledged, and for divers other apparent incertainties and insufficiencies in the said Bill, doth under favour of this honourable Court demurre in Law unto and upon all those points of the said Bill not before answered unto, and demandeth judgment of this honourable Court, whether the premisses standing in state, as is before alledged, he this Defendant shall be compelled to make any other or further answer thereunto; and whether the Plaintiff shall be admitted to any relief, examination of Witnesses, or further proceedings against this Defendant in this honourable Court thereupon, whose judgment therein this Defendant humbly expecteth, and most humbly prayeth to be dismissed, &c.

A Cer-

*A Certificate for a* Forma Pauperis *in Chancery.*

*To the Right Honourable the Lords Commissioners for the Great Seal of* England.

MAY it please your Honours to be advertised by us, whose names are hereunder-written, That to our knowledge A. C. of, &c. is a very poor Woman, and not worth 5 *l.* and there being a Sute in Chancery lately commenced against her by one R. B. the same, besides, her trouble is like to bring upon her great expence, and unless the same may be prevented by your Lordships favour, by admitting of her *in Forma Pauperis*, the defence of such Sute otherwise is like to tend to her undoing. The Consideration of all which, we humbly leave to your Lordships further consideration, and do rest,

*At your Honours or Lordships Commands.*

*An Affidavit for the same.*

I S. of, &c. maketh Oath, that he verily believeth that A. C. of, &c. is not worth 5 *l.* of her own proper goods (her debts being paid) and she is very lame, and by reason of her infirmity, not well able to travel to *London* about such Sute as is prosecuted against her by one R. C.

*Jurat.* 20. *die M.*
I. M.

The

*The Petition on the same.*

*To the Right Honourable, &c.*

*The humble Petition of A. B. of, &c. widow, Defendant to the Bill of Complaint of* R. B. *Complainant.*

SHeweth, That your Petitioner is a very poor Woman, and not worth 5 l. as may appear by the Certificate hereunto annexed of sundry Persons of Quality, to whom her poverty is well known; and there being this last Term a long Bill exhibited by the Plaintiff in Chancery against her for and concerning, &c. and other things of like nature, she in respect of her poor estate shall not be able to answer or defend that Suit, unless your Lordships be pleased to admit her *in Forma Pauperis*, to be sued and sue concerning the same.

Wherefore your Petitioner doth humbly desire, that your Lordships in consideration of her poverty, (she being not able to travel) would be pleased in that behalf to admit her *in Forma Pauperis*, and to assign Master G. and Master T. to be of her Council, and Master M. to be her Attorney, and she shall ever pray, &c.

*Answ.* Upon the Certificate and Affidavit of Poverty annexed, let the Petitioner be admitted to sue, and be sued *in Forma Pauperis*, as is desired.

T. G. &c.

*The Form of the Title of a second Answer to be made upon a Report, &c.*

THe further answer of A. B. one of the Defendants to the Bill of Complaint of C. D. Complainant,

nant according to the report of E. F. one of the Masters of this Court, made the 17 day of *J.* and of an Order of this Court of the 8 day of this instant month of *Apr.* 1664.

The said Defendant in obedience of the said order, and for further satisfaction of this honourable Court, saith, &c.

All which matters and things, he this Defendant is, and will be ready to aver and prove, as this honourable Court shall award, and prayeth as in his former.

*The Form of Rejoynder.*

THe said Defendant saving to himself now and at all times hereafter, all and every the advantages of exception to the incertainties and insufficiencies of the said Replication, for Rejoynder saith, That he will aver & prove that his said answer by him put into this honourable Court, to the Bill of the Plaintiffs is very true, certain and sufficient in the Law, and that all and every the matters, articles and things therein contained are true, in such sort, manner and form, as in and by this Defendants said answer they are truly set forth & declared; without that, that any other matter or thing material or effectual in the Law to be rejoined unto in the said Replication contained, and herein not well and sufficiently confessed or avoided, traversed or denied, is true; All which matters and things this Defendant doth and will aver and prove, as this honourable Court shall award, and therefore prayeth, as in and by the said answer he hath already prayed.

*Another Petition for admittance* in Forma Pauperis.

HUmbly sheweth, That D. Q. I. S. and others, have much wronged and oppressed your Petitioner, to his utter undoing, as may appear by several writings extant to be shewn; and because his adversaries are rich and powerfull, and your Petitioner poor and distressed, he is unable to contend in Law for his relief.

Now for that your Petitioner is not worth five pounds in all the world (his debts paid) he most humbly beseeching your Lordships to admit *in Forma Pauperis*, in this Honourable Court against the said parties and others, appointing him such for his Council, & such for his Attorney, as your Lordships shall think meet, and your Petitioner shall pray, &c.

*A Warrant upon a Reference to a Master.*

20 *Junii.*

1663. *Inter W. O. quer. & R. G. Defend.*

BY vertue of an Order of the 30 of *M.* last past, I have appointed to consider of the matter to me referred on T. next, at four of the Clock in the Afternoon, at my Chamber in, &c. whereof let the said Plaintiff, his Clerk or Solicitor have notice, to the end they may then and there attend, and with Council if they please.

L. G.

An

*An Affidavit for serving a* Subpœna. *Inter* I. G. *Quer. &* R. W. *Defend.*

I. G. of S. in the County of, &c. maketh Oath, that on, &c. of this present *February*, he personally served a *Subpœna* out of the Honourable Court of Chancery under Seal on R. W. of, &c. by delivering that (or the Label or body) &c. at this house unto the wife of the said R. W. by which *Subpœna* he was to appear at the Sute of I. L. of, &c. and was returnable the first of this present month of, &c.

*Jurat 6. die Febr.* 1633.
I. P.

*A Replication.*

*The Replication of* T. E. *Plaintiff to the answer of* G. C. *Defendant.*

THe said Repliant, saving unto himself now, and at all times hereafter, all and every the advantages and exceptions, to the incertainty and insufficiency of the said answer, for replication thereunto saith, That he will aver and prove, that his said Bill by him exhibited against the Defendant into this Honourable Court, is true, certain and sufficient in the Law to be answered unto, and that all and every the matters, articles and things therein contained are true in such manner and form, as in and by the said Bill is set forth, and that the answer of the Defendant is uncertain and untrue, and insufficient to be replied unto, without that, that any other matter or thing material or effectual in the Law contained in the said answer to be replied unto, and herein not

not replied unto, confessed and avoided, traversed or denied is true, all which matters and things, the said Plaintiff is, and will be ready to aver and prove, as this Honourable Court shall award, and therefore he doth pray, as formerly by his said Bill he hath already prayed.

*An Affidavit that the Defendant cannot answer without sight of writings in the Countrey.*

*Inter* { *R. G. Quer. & W. O. & al. Defendants.*

THe said Defendant W. O. maketh Oath, that upon perusal of the Plaintiffs Bill, he finds he cannot make direct and perfect answer to the same, without the sight of certain writings, which are in the County of H. about Thirty miles distant from this Court: And further deposeth, that his wife is at this present so sick and weak, that she is not able to make her personal appearance in the Court without danger of her life.

*Jurat.* 27. *die M.* 1633.

I. M.

*The Form of an Administrators Accompts.*

THe Accompt of L. S. &c. Administrator of all and singular the Goods and Chattels of R. S. of, &c. his brother deceased, as well of and for such and so much of the same Goods and Chattels as came to his hands, as of and for his payment and disbursements out of the same, as followeth, &c.

The said Accomptant chargeth himself with all and singular the Goods and Chattels of the said deceased, specified in an Inventory thereof made and exhibited into the Registry of the Prerogative-Court

of

of *Canterbury*, amounting, as by the same Inventory appeareth, to the sum of ——— And petitions for allowance, as follows.

*Imprimis*, The said Accomptant desireth allowance of the several charges of the said deceased, as followeth, *viz.* &c. amounting one way and other, as this Accomptant hath them in particulars to the sum of ...

*Item*, The said Accomptant desireth allowance of certain debts due by the deceased at his death, which this Accomptant hath since his death paid and discharged, that is to pay and discharge, as followeth; *viz.* *Imprimis*, to such a one ———

*The leading of an Inventory.*

A True Inventory of all and singular the goods, chattels and credits of R. S. Gentleman, deceased, prized at L. the date of, &c. by J. T. &c. as followeth.

*Imprimis*, his purse and apparel ———
*Item*, his books ———
*Item*, the annuity of A. B. ———
*Item*, the Reversions of N. Close ———
Summe ———
*Item*, one R. and E. ———
Debts ———
*Item*, Debts owing him ———
*Item*, desperate Debts ———
Summe ———

*An answer to a Bill to be relieved against 8 l. per centum, for money left in the hands of a purchaser paid for after that rate.*

*The several answers of* I. L. *one of the Defendants to the Bill of Complaint of* S. C. *Esq; Complainant.*

THe said Defendant, now and at all times hereafter, saving to himself all advantage and benefit of exception to the uncertainties and insufficiencies of the said Complainants Bill of Complaint, for answer thereunto he saith, True it is, that in *November*, &c. he this Defendant, together with his brothers, F. L. and W. L did bargain and sell unto W. C. in the Complainants Bill named; and to his heirs, the scite of the Capital Messuage or Farm of C. with the appurtenances, in the County of O. in the Bill mentioned, with other lands and premisses, for which the said W. did covenant and agree to pay the sum of Six thousand pounds, as in the Complainants Bill is mentioned; One thousand pounds whereof the said W. C. was by agreement to keep in his hands, being part of the purchase money for the benefit and behoof of B. L. widow, this Defendants mother, and for the Defendant F. L. this Defendants brother, and to such person or persons, and to and for such use and uses as the said F. should nominate and appoint, to the intent that the said B. in consideration of the said One thousand pounds remaining in the hands of the said W. C. should receive Fourscore pounds *per annum*, in respect of her releasing of her Joynture of and in the premisses, which was to be paid every half year unto the said B. for and during her natural life, in case the said F. L. lived, who is Survivor,

and after her deceaſe, the ſaid Fourſcore pounds *per annum*, to be paid to the ſaid Defendant F. L. for and during his natural life, and to ſuch women as he ſhould take to wife, in caſe the ſaid F. married and died before ſuch a Wife, for and during her natural life, for and in lieu of her Joynture, with divers other covenants and conditions contained in an Indenture made the, &c. between the ſaid B. L. and F. L. on the one part, and the ſaid W. C. on the other part, to which this Defendant in all things referreth himſelf, as therein more at large the ſame doth and may appear. And amongſt the reſt it is covenanted and agreed between the parties to the ſaid Indenture, that after the death of the ſaid F. and of his ſaid wife, if he did marry, then the ſaid One thouſand pounds to remain to the iſſue of their two bodies lawfully begotten; and if they have no iſſue then living, then the ſaid One thouſand pounds is to go according to the true intent and meaning of the ſaid laſt recited Indenture: and if the other Defendant R. L. this Defendants ſecond Brother ſhould happen to die, ſurviving the ſaid F. then the ſaid One thouſand pounds is to remain in the hands of the ſaid F. for ever; and for the better ſecuring of the payment of the ſaid Fourſcore pounds *per annum*, and of the ſaid One thouſand pounds, the ſaid W. C. in and by the ſaid laſt recited Indenture, did grant, bargain, ſell, enfeoff and confirm unto the ſaid B. this Defendants Mother, and to the ſaid F. L. his heirs and aſſigns for ever, all that piece or parcel of paſture-ground lying in C. aforeſaid, commonly called or known by the name of, &c. then in the tenure or occupation of this Defendant, to which ſaid Indenture this Defendant referreth himſelf, as will more at large appear. And this Defendant ſaith, that the ſaid W. C. well knowing that he was thereunto bound by this agreement, during his life-time

did

did justly and truly pay the said Fourscore pounds *per annum*, unto the said B. this Defendants mother, by half-yearly payments during her life-time, who dyed about, &c. since, &c. and by and after the decease of the said F.L. this Defendants brother, by the advice and counsel of the Complainant himself, by this Deed of Assignment with a Letter of Attorney bearing date the, &c. did for and in consideration of the sum of Eight hundred and threescore pounds, part of the said purchase money which the said F.L. did agree to pay unto this Defendant, in respect this Defendant joined in the sale of the said Mannor, Lands and Premisses, and did enter into a Bond of Fourscore pounds for payment thereof, and of other monies to this Defendants brother accordingly, did grant and assign unto this Defendant, and his heirs and assigns, the said Fourscore pounds *per annum*, during the life of this Defendants said brother F. as in and by the said Deed of Assignment (relation being thereunto had) at large the same doth and may appear. And this Defendant saith, that after the said Assignment so made unto this Defendant, the said W.C. did by himself and his servant, and other on this behalf during all his life-time, pay the said Fourscore pounds *per annum* to this Defendant: and this Defendant is perswaded, had not the said W. C. well known that the said Fourscore pounds *per annum* was due to have been paid by him, that he would not have paid the same to this Defendant. And this Defendant saith, that after the death of the said W. C. I. C. his son and heir, or some other on this behalf did pay the same unto this Defendant, and this Defendant believeth the Complainant hath some conveyance of the said premisses from the said I.C. but for what consideration this Defendant knoweth not, and saith, that the Complainant himself sithence the said purchase hath paid the same to this Defendant, and therefore this De-

fendant conceiveth that he is unjuſtly troubled touching the premiſſes. And this Defendant ſaith, that therefore (under favour) this Defendant conceiveth, that the ſaid Fourſcore pounds *per annum*, and alſo the ſaid one thouſand pounds, ſecured by part of the premiſſes bargained and ſold, as aforeſaid, it being ſo long before the Statute made for reducing intereſt money from Eight to ſix in the hundred, and the ſame Fourſcore pounds *per annum*, being (as this Defendant conceives) due as parcel of the Contract for the ſaid Lands aſſigned over to this Defendant for great and valuable conſiderations, the ſame ſhall not now be infringed, broken or repealed, for the cauſes in the Bill mentioned, or for any cauſes whatſoever; the rather, for that this Defendant and his brother, upon the conſiderations and conditions aforeſaid, did bargain and ſell the ſaid Manors, Lands and premiſes at an undervalue; without that, that any other matter or thing in the ſaid Bill of Complaint contained material or effectual in the Law, for this Defendant to make anſwer unto, & not herein before ſufficiently anſwered unto, confeſſed and avoided, traverſed or denied, is true in ſuch manner and form as in the ſaid Bill is alledged; and this Defendant prayeth to be diſmiſſed out of this Honourable Court, with his reaſonable coſts & charge in this behalf moſt wrongfully ſuſtained.

*The beginning and concluſion of a Bill in Chancery, To the Right Honourable the Lords Commiſſioners of the great Seal of* England.

SHeweth unto your Lordſhips, your Orator E. L. of the City N. in the County of W. Gentleman, and M. his wife, whereas, &c. The concluſion. May it therefore pleaſe your good Lordſhips to grant to your ſaid Orator of *Subpœna*, to be directed unto the ſaid W. C. thereby

thereby commanding him (or them, & every of them) at a certain day, & under a certain pain therein to be limited, personally to appear before your Lordships in this high and honourable Court of Chancery, to answer the premisses, and further to stand unto and abide such order, direction and award concerning the same, as unto your Lordships shall seem meet, and your Orators shall daily pray for the long continuance of your Lordships prosperous estate.

## *A Lease of a Mill.*

THis Indenture made, &c. between Sir T. C. of, &c. Knight, and L. his wife, of the one part, and T. A. of, &c. of the other part, witnesseth, That the said Sir T. C. and L. for and in consideration of the rent and covenants hereafter in these presents expressed, & also for divers other reasonable considerations them thereunto moving, Have demised, granted, and to farm-letten, and by these presents do for them, their, &c. demise, grant and to farm let unto the said T. A. all that their Grist, Water-Mill and Mills, being two Grist-Mills under one Roof, commonly called or known by the name of S. Mill, with the appurtenances, scituate and being in the Parish of, &c. sometimes in the tenure or occupation of one E. D. and now or late in the tenure or occupation of N. C. or his assigns, and the ground and soil whereupon the said Mill and Mills do stand, containing by estimation one fourth part of an Acre, be it more or less, and also all the scite of Mill, as well customary as conventionary of all the Tenants of that Manor of D. in the said County, and all the toll and custom for grinding of all the Corn and grain whatsoever, as well of

all the Tenants and Under-tenants of the said Mannor, now being, or which hereafter at any time shall be, during the term by these presents demised, as of all the Inhabitants now dwelling or abiding, or which hereafter shall dwell or abide within the said Mannor of D. aforesaid, and also all toll, benefit and custom for grinding of Corn and grain whatsoever, and also all and singular Hed-wares, and Mill-ponds, and the Soil whereof the said Hed-wares and Mill-ponds do stand and are builded, and all Hed-wares hereafter to be builded, and the Soil and Earth thereof, and all Mill-pools, Mill-dams, Stanks, Banks, Ponds, Streams, Water, Water-courses, Rivers, Fishing, Fishing-places, Ways, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments and Appurtenances whatsoever to the said Mill, and other the premisses by these presents demised and granted, or any of them, or to any part or parcel thereof incident, belonging or appertaining, or with the same now or at any time heretofore let, used, occupied, had, taken, reputed or enjoyed; To have and to hold the said Mill, and the ground and soil thereof, with the appurtenances, and the said sute or Mill of all the Tenants of the said Mannor, and the said toll and custom of grinding of all Corn and grain of the said Tenants and Inhabitants aforesaid, and all toll and custom of grinding of all Corn and grain whatsoever, and the said wares, Mill-dams, Mill-ponds, and the ground and soil thereof, Mill-pools, and Stanks, Banks, Rivers, Streams, Wayes, Passages, Fishings, and all and singular other the premisses herein before mentioned, or intended to be hereby demised and granted, and every part and parcel thereof, with the appurtenances, unto the said T. A. his executors, administrators and assigns, from the Feast-day of, &c. last past, before the date hereof, for and during, and unto the full end and term of, &c. from thence next ensuing,

and

and fully to be compleat and ended; yielding and paying therefore yearly during the said term, the yearly rent or sum of, &c. at two of the most usual Feasts or terms of payment in the year, that is to say, at the Feast, &c. by even and equal portions, the first payment thereof to begin and to be made at or on the Feast-day of, &c. next ensuing the date hereof: and if it shall happen the said yearly rent of, &c. or any part thereof to be behind and unpaid by the space of 14 dayes next over or after any of the said Feasts or dayes of payment, wherein the same ought to be paid, as aforesaid, being lawfully demanded, that then and from thenceforth, and at all times afterwards, it shall and may be lawfull to and for the said T.C. and D. his wife, or either of them, their or either of their heirs, executors, &c. into the said demised premisses, and every part and parcel thereof to re-enter, and the same to have again, retain and possess, as in his, her or their first and former estate; and the said T. A. his, &c. thereout and from thence utterly to expel, put out and amove, these presents, or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said T.A. for himself, his, &c. and for every of them doth covenant, promise and grant, to and with the said Sir T.C. and D. &c. by these presents, in manner and form following: That is to say, That he the said T. A. his, &c. shall and will from time to time, during the said term of, &c. hereby granted, do and make his and their suite and service, for and in respect of the premises, to the Court and Courts of the said Sir T. C. and D. and their heirs, to be kept & holden within the said Manor of D. upon such reasonable warning as there is given or used, or else in default and neglect thereof, shall and will yearly during the said term, pay, or cause to be paid unto the said Sir T.B. and D. and their heirs, the sum of, &c. if it be demanded; and the said T. A. doth

for himself, his, &c. further covenant, promise & grant, to and with the said Sir T. C. & D. that he the said T. A. his, &c. within the space of three years next ensuing the date thereof, shall and will at his and their own proper costs and charges, lay out, disburse and bestow upon, about and in repairing, bettering and amending the said Mill or Mills before hereby demised, where most need shall be required, the sum of &c. and also that he the said T. A. his, &c. at his and their like proper costs and charges shall and will well and, &c. repair, amend, maintain, uphold and keep the said Mills to be repaired and amended, as aforesaid, and all other the afore demised premisses, with the appurtenances, in, by and with all and all manner of needfull & necessary reparations and amendments whatsoever, when and as often as need shall require, during the said term, and the same Mills, and other the premisses, with the appurtenances, so being well and sufficiently repaired, upholden and amended in the end or other determinations of this present Lease, shall and will leave & yield up unto the said Sir T. C. and D. or one of them, their or one of their heirs or assigns. And the said T. A. for him, his, &c. doth likewise covenant and grant to and with the said, &c. that he the said T. A. his, &c. shall and will well and truly pay, or cause to be paid to the said, &c. his, &c. the said yearly rent of, &c. in manner and form as is before in these presents expressed, limited & declared. And the said Sir T. C. and D. do for them and their heirs and assigns, covenant and grant to and with the said T. A. his, &c. that in case any of the Tenants or Inhabitants of the said Manor of, &c. shall and do at any time, during the said term hereby granted, withdraw or surcease to do suit of Mill to the said Mill, or to bring and carry, or cause to be brought and carried their Corn and grain whatsoever to the said Mill or Mills by these presents demised, thereto have the same

ground,

ground, or shall carry the same to any other place or places, to any Mill or Mills to be ground, then the Steward or Stewards of the said Mannor for the time being, shall and will upon all and every the presentment, and presentments thereof, make, set and impose upon every such Tenant and Tenants & Inhabitants, so withdrawing, and not doing his, or their suit or suits of Mill to the said Mill or Mills, such lawful or reasonable Fine and Fines, Amerciament and Amerciaments from time to time, as in such case is lawfull and usual, and the same fine or amerciament so imposed, shall receive or levy, and being so recited or levied, pay and deliver the same, or so much thereof, as the said T. A. his, &c. shall be prejudiced or damnified by reason of such withdrawing, as aforesaid, unto the said T. A. his, &c. And lastly, the said Sir T. C. and D. for them, their, &c. do covenant, promise and grant to and with the said, &c. by these presents, that the said T. A. his, &c. and every of them, for and under the payment of the said yearly rent of, &c. above by these presents reserved in manner and form aforesaid, and performing, fulfilling and keeping, singular the covenants, grants, articles, clauses and agreements before in these presents contained, which on his and their parts are and ought to be observed, performed, fulfilled and kept, shall & may lawfully, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said demised premisses, and every part and parcel thereof, with their and every of their appurtenances, without lawful let, sute, trouble, eviction, ejection molestation or interruption whatsoever of them the said T. C. and D. or either of them, their or either of their heirs or assigns, or any of them, or any other person or persons whatsoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reason of his, her, their or any either of their acts, titles, means, assent, consent or precurement. In witness, &c.

A

*A ſingle Obligation from one to one.*

KNow all men by theſe preſents, That I A. B. of the Pariſh of D. in the County of E. Husbandman, do ſtand, and am firmly bounden and obliged to F. G. of H. in the County of E. Yeoman, in the ſum of fifty and one pounds and ten ſhillings of good and lawful money of *England*, to be paid to the ſaid F. G. or his true and lawful Attorney, executors or adminiſtrators, to the which payment well, faithfully and truly to be paid, I do bind me, my heirs, executors and adminiſtrators firmly by theſe preſents, ſealed with my ſeal. Dated the fifth day of *October*, in the year of our Lord God, One thouſand ſix hundred fifty and one.

*An Obligation from two to one.*

KNow all men by theſe preſents, That we A. B. of the Pariſh of C. in the County of E. Gentleman, and F. G. of the Pariſh of H. in the County aforeſaid, Eſq; do ſtand and are firmly bounden and obliged unto Sir H. I. of the Pariſh of K. in the ſaid County of E. Knight, in the ſum of One hundred and three pounds of good and lawfull money of *England* to be paid to the ſaid Sir H. I. or his true and lawful Attorney, executors and adminiſtrators; to the which payment well and truly to be made, we bind our ſelves, and either of us by himſelf jointly and ſeverally for the whole, and in the whole, our and either of our heirs, executors and adminiſtrators, and every of them firmly by theſe preſents, ſealed with our ſeals. Dated the tenth day of September,

tember, in the year of our Lord God, One thousand six hundred fifty and one.

### *An Obligation from three to one.*

KNow all men by these presents, That we A. B. of C. in the County of D. widow, E. F. of G. in the said County single-woman, H. I. of G. aforesaid, in the said County Mercer, do stand and are firmly bound and obliged unto K. L. Citizen and Merchant-adventurer of *London*, in the sum of 400 l. of good and lawfull money of *England*, to be paid to the said K. L. or his true and lawful Attorney, executors and administrators; to the which payment well and truly to be made, we do bind us, and every and either of us jointly and severally, for and in the whole, our and every and either of our heirs, executors and administrators, and every of them firmly by these presents, sealed with our seales. Dated the fifteenth day of *October*, in the year of our Lord God, One thousand six hundred fifty and one.

### *A Condition for replevying Goods.*

WHereas the above-named G. S. by vertue of his office, as Steward or Clerk of the Mannor, &c. upon several complaints and allegations of the above-bound T. H. hath granted forth several precepts for the replevying of divers and sundry of the Goods and Chattels, &c. detained by one, &c. Now therefore the Condition, &c. that if the said, &c. do with effect prosecute the action which he hath commenced, against the said, &c. concerning the said Goods, and shall also

make

make due return of the same, if return by Law shall be adjudged, and him the said G. S. from time to time, & at all times hereafter, do and shall save, defend and keep harmless and indempnified, against all men concerning the said Goods and Chattels, and the several Replevies therefore granted; That then, &c.

*Another Condition for replevying of Cattel.*

THe Condition of this Obligation is such, That whereas W. H. Gentleman, hath impounded one Mare, two Colts, and two Naggs of the Goods and Cattels of I. P. Clerk at Helwels pound within the liberty of Week regs, and thereupon a Replevin is orderly granted to the Bayliff of the said liberty, for delivery of the said Cattels unto the said I P. if therefore the said I P. do and shall follow the suit with effect against the said M. H. for the taking and with-holding of the said Mare, two Colts, and two Naggs, and return the same, if the return thereof shall be so adjudged according to the Statute in that case made and provided, and also save and keep harmless the above-named Sir W. H. Knight, High-Sheriff, his Deputy, Deputies, and other Officers of the same Court, of the said Manor, for, touching and concerning the granting of the said Replevin of the said Mare, two Colts, and two Naggs, and every thing else concerning the same without fraud; that then this Obligation to be void, and of none effect, or else to remain in full force and vertue.

*A Condition to pay the moity of the debt when it shall be received.*

WHereas E.B. of, &c. by one obligation bearing date the, &c (reciting the Bond) and whereas the moity or one half-part of the said sum of, &c. is due and payable unto the within-named, &c. as money by him lent unto the said F. and whereas the said, &c. before the ensealing of the same recited Obligation, did consent & agree that the said Obligation should be made only in the name of the said T. L. and the said T. L. to give his Obligation to the said R. G. for the same moity or half-part of the said debt, Now if the said T. L. his, &c. or any of them, do well and truly pay unto the said R. his, &c. the sum of, &c. at or in, &c. being the moity of the said, &c. on the, &c. or with as much convenient speed as he the said F. his, &c. can or may, next after he or they, or any of them, shall have received the said sum of, &c. in the condition of, &c. specified, with such interest as shall be due for the moity thereof. And if the said sum of, &c. shall not be paid at one entire payment on the said, &c. according to the condition of the said Obligation, then if the said his, &c. do and shall well and truly pay unto the said, &c. his, &c. without any delay the moity of such part thereof, as he or they shall or may receive from time to time, &c. that then, &c.

*Articles of agreement intended, made, concluded, and fully agreed upon the* 10 *day of, &c. between* E. M. *of, &c. and* R. A. *of* London, *Merchant, &c.*

WHereas the said E. M. the day of the date hereof, hath freely given and delivered unto

to the said R: A. the sum of, &c. to the intent and purpose that he the said R. A. shall accept and take into his service to be employed in merchandizing affairs, W.M. son of her the said E.M. in consideration whereof, but more especially at her request, and of the affection that the said R. A. beareth to the said W. M. he the said R.A. is contented and agreed to accept & take the said W.M. to be his servant in merchandizing affairs, and other businesses, and accordingly to employ him therein, not only in *England*, but in the parts beyond the Seas, where the said R. A. now tradeth, or hereafter shall trade, and that for the term or space of Seven years, to be accompted from, &c. next ensuing the date of these presents, &c. and thereupon the said E. M. for her self, her executors and administrators, doth covenant and grant to and with the said R. A. his, &c. by these presents, that the aforesaid W. M. her son, shall, during all the said term (if he so long live) well, diligently and faithfully to the uttermost of his power and skill, serve him the said R. A. in the Trade of merchandizing, and other his affairs at such place or places, either beyond the Seas, or on this side, where the said R. A. shall design and appoint him, and without absenting himself out of his said service or employment, or neglecting the same: and that he the said W. M. at all times hereafter, during the said term, shall from time to time, not only receive and take into his charge and custody all and every such goods and merchandizes whatsoever, as by or for the use or account of the said R. A. shall be consigned or sent to him the said W.M. but also sell, utter and dispose of the same goods or merchandizes to the most profit he can for the said R.A. his, &c. and shall also from time to time, and at all times, during the said term, follow and perform all and every such advice, directions, orders, and Commissions, as the said R. A. shall by Letters of Ad-

vice,

vice, or otherwise give, send or make known to him the said W. M. in, about or concerning the Factory or Merchandizing aforesaid, and also that he the said W. M. shall at the charges of the said R. A. his, &c. provide and keep in due orderly manner, books of Accompt touching his said employments in Merchandizing, as aforesaid, according to the custom of Merchants in such cases used, and shall deal justly, truly, plainly and faithfully to and with the said R. A. his, &c. in all and every his accompts, reckonings, bargains, buying, selling, doings and dealings in and about his said employment in merchandizing, as aforesaid, and shall from time to time, once in every six months, or oftner, transmit and send unto the said R. A. his, &c. true accompts and reckonings of all the businesses and dealings of the said W. M. in the premisses, and shall also send Letters of advice of the said R. A. so often as conveniently he may or can, of all matters and occurrences that shall necessarily arise concerning his service or employment, and shall also return and come to *England*, and bring all his books of accompts with him whensoever he shall be thereunto advised and required by the said R. A. his, &c. by Letters missive or otherwise: and that the said W. M. shall from time to time upon every reasonable request, not only shew forth all his books of accompts concerning all his doings and dealings, as aforesaid, and make and give unto the said R. A. his, &c. a just, true, plain and perfect accompt and reckoning in writing, of, for and concerning all and every such goods, wares, money, debts and merchandizes whatsoever, as well of the said R. A. for his own proper use, or jointly with any others which shall hereafter come to the hands, charge or factory of him the said W. M. or for which he the said W. M. may or ought to be accomptable unto the said R. A. his, &c. And moreover, that he the said W. M. shall within, &c. next after the making &

giving

giving up every ſuch accompt, as aforeſaid, well & truely ſatisfie, pay and deliver unto the ſaid R. A. his, &c. all and every ſuch goods, wares, monies, debts, merchandizes, ſpecialties and other things whatſoever, as by or upon the foot of the ſame account ſhall appear, or be found to be due, coming or belonging to him the ſaid R. A. his, &c. by or from the ſaid W. M. in any manner of w ſe.

*Item*, the ſaid E. M. for her ſelf, her, &c. doth covenant, promiſe and agree, to and with the ſaid R. A. his, &c. by theſe preſents, that ſhe the ſaid E. M. her, &c. at her and their own proper coſts and charges ſhall and will find, provide and allow unto and for her ſaid Son, decent and fitting linnen, woollen, and all other apparel of all ſorts fitting for him in his ſervice and employment, during the ſaid term.

*Item*, the ſaid R. A. doth covenant, &c. to find and provide unto the ſaid, &c. competent and fitting meat, drink, waſhing and lodging, and all other neceſſaries, (apparel only excepted) during all the ſaid term. In witneſs, &c.

Bonds muſt be entred into, for performance of the Articles aforeſaid.

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FINIS.

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